

The Gazette



of India

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Separate paging is given to this Part in order that it may be filed  
as a separate compilation

## NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 12th Februar  
1964 :—

Issue No.	No. and Date	Issued by	Subject
35	S.O. 510, dated 5th February, 1964.	Ministry of International Trade.	Further amendment to the Export Control Order, 1962.
36	S.O. 511, dated 6th February, 1964.	Central Board of Direct Taxes.	The Income-tax (Second Amendment) Rules, 1964.
37	S.O. 512, dated 11th February, 1964.	Election Commission, India.	Declaration containing the name of the candidate elected in the constituency referred to therein.
38	S.O. 567, dated 11th February, 1964.	Ministry of Information and Broadcasting.	Approval of films specified therein.
39	S.O. 568, dated 12th February, 1964.	Election Commission, India.	Calling upon the elected members of the Legislative Assembly of Nagaland to elect a person to fill a seat in the Council of States.
	S.O. 569, dated 12th February, 1964.	Do.	Appointing dates etc. for the by-election referred to in S.O. 568 above.
	S.O. 570, dated 12th February, 1964.	Do.	Fixation of hours for the by-election referred to in S.O. 568 above.
	S.O. 571, dated 12th February, 1964.	Do.	Designating the Secretary, Nagaland Legislative Assembly, Kohima, to be the Returning Officer for the election referred to in S.O. 568 above.

Issue No.	No. and date	Issued by	Subject
40	S.O. 572, dated 12th February, 1964.	Ministry of Industry	Appointing a body of persons for making a full investigation into the circumstances of undertakings specified therein.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

### PART II—Section 3—Sub-section (ii)

**Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).**

#### ELECTION COMMISSION, INDIA

*New Delhi, the 10th February, 1964*

**S.O. 586.**—In continuation of the Election Commission's notification No. 82/74/62, dated the 21st September, 1963, the Election Commission hereby publishes for general information the judgment of the Supreme Court of India, delivered on 17th January, 1964, in Civil Appeal No. 1064 of 1963 filed by Shri Ram Sewak Yadav against the order dated the 23rd July, 1963, of the High Court of Judicature at Allahabad.

#### IN THE SUPREME COURT OF INDIA

##### CIVIL APPELLATE JURISDICTION

CIVIL APPEAL No. 1064 OF 1963

[Appeal by special leave from the judgment and order dated the 23rd July 1963 of the Allahabad High Court (Lucknow Bench) in First Civil Appeal No. 11 of 1963, against the judgment and order dated the 2nd March, 1963, of the Election Tribunal, Lucknow in Election Petition No. 74 of 1962].

Ram Sewak Yadav son of Shri Ram Ghulam, resident of House No. 127, Mohalla Rasulpur, Nawabganj, Barabanki (U.P.)—*Appellant*.

#### *versus*

1. Sri Hussain Kamil Kidwai son of Shri Istiaq Ali, resident of Village & P.O. Masauli, District Barabanki;

2. Shri Sri Krishna Das son of Shri Anrudh Das, resident of Village Kusfar, P.O. Daryabad, District Barabanki;

3. Shri Krishna Bihari son of Shri Bipin Bihari, resident of Mohalla Naushera, Gonda;

4. Shri Autar son of Badloo, resident of village Sarsaundi, Post Office Khedi, District Barabanki—*Respondents*.

#### CORAM

17th January, 1964

Hon'ble Mr. Justice P. B. Gajendragadkar.

Hon'ble Mr. Justice K. N. Wanchoo.

Hon'ble Mr. Justice K. C. Das Gupta.

Hon'ble Mr. Justice J. C. Shah.

Hon'ble Mr. Justice N. Rajagopala Ayyangar.

## JUDGMENT

SHAH, J.

At the general elections held in February, 1962, five candidates contested the election to the House of the People from the Barabanki single-member constituency. The appellant Ram Sewak Yadav—who will be referred to as “Yadav”—was at the counting of votes found to have secured the highest number of votes and he was declared elected. Hussain Kamil Kidwai—hereinafter called “Kidwai”—who was one of the candidates at the election submitted a petition on April 6, 1962, to the Election Commission for an order declaring the election of Yadav void and for an order that he (Kidwai) be declared duly elected. The Election Tribunal, Lucknow, to which the petition was referred for trial dismissed the petition. In appeal to the High Court of Allahabad the order passed by the Election Tribunal was reversed and the proceedings were remanded for trial with a direction, among others, that the Tribunal do give reasonable opportunity to both the parties to inspect the ballot papers and other connected papers. With special leave, Yadav has appealed against the order of the High Court.

The principal grounds set up by Kidwai in support of his petition were—

- (1) That there had been improper reception, refusal and rejection of votes at the time of counting, and in consequence thereof the election was materially affected;
- (2) That there were discrepancies between the total number of votes mentioned in Form 16 and Form 20;
- (3) that the tendered votes were wrongly rejected by the returning officer and on that account the election was materially affected;
- (4) that the polling station No. 29 Majgawan in Bhitauli Unit and Kursi polling station in Kursi Assembly Unit, the polling officers did not give ballot papers to the voters;
- (5) that the counting of votes of Bhitauli Assembly Unit continued till 8-30 P.M. in insufficient light notwithstanding the protest lodged by the petitioner; and
- (6) that on a true count he (Kidwai) would have received a majority of valid votes and that he was entitled to be declared duly elected.

These allegations were denied by Yadav.

At the trial before the Tribunal the parties led no oral evidence. In respect of the pleas (3), (4) and (5) the burden of proof lay upon Kidwai and as no evidence was led to substantiate the same, those pleas failed. Again in the view of the Tribunal, Kidwai could discharge the burden of proof which lay upon him to establish that there were discrepancies between the original and the certified copies of Forms Nos. 16 and 20, and as the original forms were not called for by Kidwai, his second ground must also fail. Kidwai claimed that he would be able to establish his case on pleas (1) and (6) from the ballot papers, and submitted that an order for inspection of the ballot papers be made and that he be permitted to show from the ballot papers that the returning officer had improperly received, refused or rejected the votes, and that on a true count he would get the largest number of valid votes. The Tribunal rejected the application for inspection holding that ballot papers may be allowed to be inspected only if it is necessary in the interests of justice and to support an order for inspection facts must be brought to its notice making out a *prima facie* case disclosing that errors were committed in the reception, refusal or rejection of votes at the time of counting, and unless a *prima facie* case was made out the Tribunal would be justified in declining to make an order for inspection. The High Court however held that ballot papers had actually been called for from the returning officer and were before the Tribunal, that there was nothing in the Code of Civil Procedure which prevented the Tribunal from allowing inspection of the ballot papers in the custody of the Court, and that the Tribunal had rejected the application for inspection without any adequate reasons for so doing.

The only question which falls to be determined in this appeal is whether the Election Tribunal erred in declining to grant an order for inspection of the ballot papers which had been, pursuant to its order in that behalf, lodged before it in sealed boxes by the returning officer. In considering this question the material provisions of the Representation of the People Act, 1951, and the rules framed thereunder may first be noticed. Section 80 of the Act provides that no election shall be called in question except by an election petition presented in accordance

with the provisions of Part VI, Section 83(1) states what the election petition shall contain. It states:

"An election petition—

- (a) Shall contain a concise statement of the material facts on which the petitioner relies;
- (b) shall set forth full particulars of any corrupt practice that the petitioner alleges, including as full a statement as possible of the names of the parties alleged to have committed such corrupt practice and the date and place of the commission of each such practice; and
- (c) shall be signed by the petitioner and verified in the manner laid down in the Code of Civil Procedure, 1908, for the verification of pleadings:—

The rest of the section is not material."

Section 90(1) prescribes the procedure to be followed by the Tribunal. It states:

"Subject to the provisions of this Act and of any rules made thereunder, every election petition shall be tried by the Tribunal, as nearly as may be, in accordance with the procedure applicable under the Code of Civil Procedure, 1908, to the trial of suits:"

Section 92 enumerates the powers which a Tribunal trying an election petition may exercise and the powers so enumerated are the powers which a Court under the Code of Civil Procedure when trying a suit may exercise in respect of discovery and inspection, enforcing attendance of witnesses, compelling production of documents, receiving evidence taken on affidavits and issuing commissions for the examination of witnesses. Rules have been framed under the Act relating to production and inspection of election papers. By Rule 93 of the Conduct of Election Rules, 1961, it is provided that:

"(1) While in the custody of the returning officer—

- (a) the packets of unused ballot papers;
- (b) the packets of used ballot papers whether valid, tendered or rejected;
- (c) the packets of the marked copy of the electoral roll or, as the case may be, the list maintained under sub-section (1) or sub-section (2) of section 152; and
- (d) the packets of the declarations by electors and the attestation of their signatures;

shall not be opened and their contents shall not be inspected by, or produced before, any person or authority except under the order of a competent court or tribunal.

(2) All other papers relating to the election shall be open to public inspection subject to such conditions and to the payment of such fee, if any, as the Election Commission may direct.

(3) Copies of the returns by the returning officer forwarded under rule 64 or as the case may be, under sub-rule (3) of rule 84 shall be furnished by the Chief electoral officer of the State concerned on payment of a fee of two rupees for each such copy."

The rule makes a clear distinction between ballot papers and other election papers: ballot papers may be inspected only under the order of a competent court or tribunal, but other documents are, subject to certain conditions, open to public inspection.

In this case, on an oral request made by Kidwai all the ballot papers in sealed boxes were lodged with the Election Tribunal. Kidwai claimed in the first instance that the Tribunal was bound to grant an order for inspection, because he had tendered the sealed boxes of ballot papers in evidence, and on that account all the ballot papers were part of the record. The Tribunal rightly rejected this plea, for by the mere production of the sealed boxes pursuant to its order the ballot papers did not become part of the record and they were not liable to be inspected unless the Tribunal was satisfied that such inspection was in the circumstances of the case necessary in the interests of justice.

An election petition must contain a concise statement of the material facts on which the petitioner relies in support of his case. If such material facts are

set out the Tribunal has undoubtedly the power to direct discovery and inspection of documents with which a Civil Court is invested under the Code of Civil Procedure when trying a suit. But the power which the Civil Court may exercise in the trial of suits is confined to the narrow limits of 0.11 Code of Civil Procedure. Inspection of documents under 0.11 Code of Civil Procedure may be ordered under rule 15, of documents which are referred to in the pleadings or particulars as disclosed in the affidavit of documents of the other party, and under rule 18(2) of other documents in possession or power of the other party. The returning officer is not a party to an election petition, and an order for production of the ballot papers cannot be made under 0.11 Code of Civil Procedure. But the Election Tribunal is not on that account without authority in respect of the ballot papers. In a proper case where the interests of justice demand it, the Tribunal may call upon the returning officer to produce the ballot papers and may permit inspection by the parties before it of the ballot papers: that power is clearly implicit in ss. 100(1)(d)(iii), 101, 102 and rule 93 of the Conduct of Election Rules, 1961. This power to order inspection of the ballot papers which is apart from 0.11 Code of Civil Procedure may be exercised, subject to the statutory restrictions about the secrecy of the ballot papers prescribed by ss. 94 and 128(1).

An order for inspection may not be granted as a matter of course having regard to the insistence upon the secrecy of the ballot papers, the Court would be justified in granting an order for inspection provided two conditions are fulfilled:

- (i) that the petition for setting aside an election contains an adequate statement of the material facts on which the petitioner relies in support of his case; and
- (ii) the Tribunal is *prima facie* satisfied that in order to decide the dispute and to do complete justice between the parties inspection of the ballot papers is necessary.

But an order for inspection of ballot papers cannot be granted to support vague pleas made in the petition not supported by material facts or to fish out evidence to support such pleas. The case of the petitioner must be set out with precision supported by averments of material facts. To establish a case so pleaded an order for inspection may undoubtedly, if the interests of justice require, be granted. But a mere allegation that the petitioner suspects or believes that there has been an improper reception, refusal or rejection of votes will not be sufficient to support an order for inspection.

It must be remembered that the rules framed under the Representation of the People Act, 1951, set up an elaborate machinery relating to the stage of counting of votes by the returning officer, and provide ample opportunity to the candidate who has contested the election or his agents to remain present and to keep an eye on any improper action which may be taken by the returning officer. Rule 53 provides for the admission of only certain classes of persons to the place fixed for counting and amongst such persons are expressly included candidates, their election agents and counting agents, who may watch the counting subject to the directions which the returning officer may give. Rule 55 deals with the procedure for scrutiny and opening of ballot boxes. The returning officer has to satisfy himself that "none of the ballot boxes has in fact been tampered with" and before any ballot box is opened at the counting table, the counting agents present at that table are allowed to inspect the seal affixed thereon and to satisfy themselves that it is intact. If the returning officer is satisfied that any ballot box has in fact been tampered with, he is prohibited from counting the ballot papers contained in that box and he has to follow the procedure prescribed in that behalf in s. 58. Clause (1) of rule 56 provides for the scrutiny and rejection of ballot papers. Clause (2) sets out detailed provisions relating to cases in which the returning officer shall reject a ballot paper. By cl. (3) it is provided that before rejecting any ballot paper under sub-rule (2), the returning officer shall allow each counting agent present a reasonable opportunity to inspect such ballot papers. The returning officer has then to record on every ballot paper which he rejects the grounds of rejection. All the rejected ballot papers are required to be put in one bundle. Rule 57 deals with the counting of votes. Each ballot paper which is not rejected is counted as one valid vote. The returning officer has to make the entries in a result sheet in Form 20 after counting of the ballot papers contained in all the ballot boxes used at the polling stations. Clause (3) of Rule 57 enacts an elaborate set of rules about the entries to be made in respect of the counting and scrutiny of the ballot papers. By rule 60 counting has to be continuous, and rule 63(1) provides that after the completion of the counting, the returning officer shall record in the result sheet in Form 20 the total number of votes polled by each candidate and

announce the result. By cl. (2) of Rule 63 it is provided that after such announcement is made, a candidate or his election agent may apply in writing to the returning officer for a re-count of all or any of the ballot papers already counted stating the grounds on which he demands such re-count. The returning officer must decide the application and record his reasons in support of his decision and he may allow the application in whole or in part or may reject it if it appears to him to be frivolous or unreasonable. After the total number of votes polled by each candidate has been announced, the returning officer must complete and sign the result sheet in Form 20 and after such form is completed no application for re-count may be entertained. Under rule 64 the declaration of the result of the election is made by declaring elected a candidate who has secured the largest number of valid votes, and the returning officer is required to complete and certify the return of election.

There can therefore be no doubt that at every stage in the process of scrutiny and counting of votes the candidate or his agents have an opportunity of remaining present at the counting of votes, watching the proceedings of the returning officer, inspecting any rejected votes, and to demand a re-count. Therefore a candidate who seeks to challenge an election on the ground that there has been improper reception, refusal and rejection of votes at the time of counting, has ample opportunity of acquainting himself with the manner in which the ballot boxes were scrutinized and opened, and the votes were counted. He has also opportunity of inspecting rejected ballot papers, and of demanding a re-count. It is in the light of the provisions of s. 83(1) which require a concise statement of material facts on which the petitioner relies and to the opportunity which a defeated candidate had at the time of counting, of watching and of claiming a re-count that the application for inspection must be considered.

In the petition filed by Kidwai the material allegations in support of the claim that there had been improper reception, refusal or rejection of votes were contained in paragraphs 6(H), 6(K) and 12. In paragraph 6(H) it was averred that numerous ballot papers cast in favour of the petitioner were wrongly included in the "bundles of the respondents". In paragraph 6(K) it was averred that due to "a deficiency in the supply of sealing ink, marks on some ballot papers, though not quite clear, yet the marks clearly indicating the intention of the voters, were wrongly rejected as invalid by the returning officer." In paragraph 12 it was averred that "the petitioner is confident that if the votes actually cast in favour of the petitioner are counted as votes of the petitioner and if the improperly accepted votes which have been counted in favour of other respondents are taken out, and if the ballot papers are correctly sorted, counted and bundled, the respondent No. 1 will be found to have polled less votes as compared to petitioner. The petitioner further submits that the result of the Election has been materially affected by the improper acceptance and refusal of votes and by the incorrect sorting, counting and bundling of ballot papers". These averments in the petition for setting aside the election on the ground of improper acceptance or rejection of votes were vague, and did not comply with the statutory requirements of s. 83(1)(a). Paragraph 12 is deficient in the recital of material facts which must be deemed to be ..... within the knowledge of the petitioner, and merely asserts that if the votes actually cast in favour of the petitioner are counted, the total number of valid votes found in his favour would exceed the number of votes received by Yadav. Having regard to this infirmity the Tribunal was justified in declining to make an order for inspection of the ballot papers unless a *prima facie* case was made out in support of the claim. The Tribunal has undoubtedly to exercise its discretion if it appears to be in the interests of justice, but the discretion has manifestly to be exercised having regard to the nature of the allegations made. The Tribunal would be justified in refusing an order where inspection is claimed with a view to fish out materials in support of a vague plea in the case set out in the petition. The Tribunal was conscious of the true principle: it stated in its order dated August 25, 1962, that nothing was brought to its notice which would justify granting an order for inspection prayed for by the petitioner at that stage. The Tribunal further observed:

"If in future from facts that may be brought to the notice of the Tribunal, it appears that in the interests of justice inspection should be allowed, necessary orders allowing an inspection could always be passed."

Relying upon these observations another application was submitted by Kidwai asking for inspection but no additional materials were placed before the Tribunal. As we have already observed Kidwai led no oral evidence at the trial. In his second application for inspection he merely averred that the petitioner was "almost sure" that on inspection and scrutiny of ballot papers the allegations contained in the various paragraphs would be proved. The allegation of Kidwai that

he was satisfied that on inspection and scrutiny of ballot papers he would be able to demonstrate that there had been wrong counting on account of improper reception, refusal or rejection of votes was wholly insufficient to justify a claim for inspection. He had to place before the Tribunal evidence *prima facie* indicating that an order for inspection was necessary in the interests of justice, which he failed to do.

Reliance was placed both before this Court and the High Court upon the decision of this Court in *Bhim Sen Vr. Gopali and others* (1) in support of the plea that mere absence of particulars will not furnish a ground for declining to grant inspection and that a defeated candidate is entitled to establish his case that void votes had been counted and included in the votes of the successful candidate from the evidence collected from inspection of the ballot papers. In *Bhim Sen's case* (2) a petition was filed for setting aside an election of a candidate in a reserved seat in a double-member constituency. The principal ground in support of the petition was that it was incumbent upon the returning officer to go into each case of double voting in order to reject one of the two votes cast in contravention of s. 63(1) of the Representation of the People Act, and that the returning officer having failed to discharge his duty to reject ballot papers cast in contravention of s. 63 the petitioner believed that the successful candidate "could receive many votes". The ballot boxes were opened and it was found that 37 void votes were counted in favour of the successful candidate and in view of the disclosure made by the inspection of the ballot papers the petitioner applied for leave to amend the petition by adding a specific averment that 37 void votes had in fact been counted in favour of the successful candidate and that the words "alleges" and "did" be substituted respectively for the words "believes" and "could". Along with the petition for leave to amend he filed a list giving the particulars of the void votes. This application was allowed by the Tribunal but the order was reserved by the High Court on the ground that the Tribunal had erred in allowing the amendment. In appeal to this Court it was held that in a case like the one before the Court, definite particulars about the number and nature of the void votes that had been counted could only be supplied after inspection of the ballot papers, and the election petition as originally presented must therefore be regarded as having furnished the material particulars, and the amendment petition must be treated merely as an application for clarification of the pleadings. We do not think that *Bhim Sen's case* (1) lays down any general principle that a party is entitled without making allegations of material facts in support of his plea to set aside an election, to claim an order for inspection of the ballot papers and seek to supply the lacuna in his petition by showing that if all the votes are scrutinized again by the Tribunal it may appear that there had been improper-reception, refusal or rejection of votes at the time of counting. To support his claim for setting aside the election the petitioner has to make precise allegations of material facts which having regard to the elaborate rules are or must be deemed to be within his knowledge. The nature of the allegations must of course depend upon the facts of each case. But if material facts are not stated, he cannot be permitted to make out a case by fishing out the evidence from an inspection of the ballot papers. In *Bhim Sen's case* (1) the Court was primarily concerned with the question whether amendment of the petition to set aside an election should be granted. It was alleged by the defeated candidate that there had been contravention of the provisions of s. 63(1) of the Act by the returning officer and the election was materially affected on that account. The applicant had stated that he believed that the respondents had received many votes which were void. When the ballot box was opened it was found that among the votes credited to the successful candidate were 37 votes which were void. Thereafter the applicant applied to substitute the words "alleges" for "believes" and "did" for "could". In that case the Court was not concerned to decide whether the order for inspection was properly made. The propriety of the order granting inspection does not appear to have ever been questioned. The principal question raised in the appeal was whether the amendment of the petition should, in the circumstances, be granted and the observation of the Court that "definite particulars about the number and nature of the void votes that had been counted could only be supplied after inspection of the ballot papers" was not intended to be a general statement of the law that whenever an allegation is made in a petition to set aside an election that void votes have been included in the counting of votes received by a successful candidate, definite particulars with regard to the said void votes may only be supplied after the ballot papers are inspected, and that a defeated candidate may claim inspection of the ballot papers without making any specific allegations of material facts and without disclosing a *prima facie* case in support of the claim made.

In our view the High Court was in error in interfering with the exercise of discretion by the Election Tribunal which proceeded upon sound principles. The appeal therefore is allowed and the order of the High Court is set aside. The order of the Tribunal is restored with costs in this Court and the High Court.

Sd./- (P. B. GAJENDRAGADKAR, J.,)

Sd./- (K. N. WANCHOO, J.,)

Sd./- (K. C. DAS GUPTA, J.,)

Sd./- (J. C. SHAH, J.,)

Sd./- (N. RAJAGOPALA AYYANGAR, J.)

NEW DELHI,  
January 17, 1964.

[No. 82/74/62.]

By Order,

PRAKASH NARAIN, Secy.

New Delhi, the 12th February 1964

**S.O. 587.**—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the **House of the People** from the constituency specified in the corresponding entry in column 2 thereof, at the election held in 1963 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, *failed to lodge any account* of his election expenses and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

#### SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
1	2
Shri Ananda Kumar Barmasoudh, village Chhota-Atiabari, P.O. Dinhata, District Cooch Behar.	Cooch Behar

[No. WB-HP/1/64-Bye(1)/3235.]

By Order,

V. RAGHAVAN, Under Secy.

#### MINISTRY OF LAW

(Legislative Department)

New Delhi, the 11th February 1964

**S.O. 588.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Administrators-General Act, 1963 (45 of 1963), the Central Government hereby appoints the first day of March, 1964, as the date on which the said Act shall come into force.

[No. F. 11(9)/62-Leg.II.]

S. P. SEN VARMA, Spl. Secy.



(Department of Legal Affairs)

New Delhi, the 12th February 1964

**S.O. 589.**—In exercise of the powers conferred by sub-section (2) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the provisions of the said Act shall apply to the Provident Fund Established for the benefit of the employees of the Indian Law Institute.

[No. F. 40(2)/64-J.]

**S.O. 590.**—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the name of the following Public institution shall be added to the Schedule to the said Act, namely:—

“The Indian Law Institute.”

[No. F.40(2)/64-J.]

H. C. DAGA, Jt. Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 3rd February 1964

**S.O. 591.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution the President hereby makes the following rules further to amend the Contributory Provident Fund Rules (India), 1962, namely:—

1. These Rules may be called the Contributory Provident Fund (India) Amendment Rules, 1964.

2. In the Contributory Provident Fund Rules (India), 1962, in the Fifth Schedule, in paragraph 2, after the entry “The Controller of Patents and Designs”, the following entry shall be inserted, namely:—

“Chief Administrator, Kosi Project.”

[No. F.8(25)-EV(B)/63-CPF.]

K. P. SIRCAR, for Dy. Secy.

(Department of Expenditure)

New Delhi, the 3rd February 1964

...

**S.O. 592.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely:—

1. These Rules may be called the General Provident Fund (Central Services) Amendment Rules, 1964.

2. In the General Provident Fund (Central Services) Rules, 1960, in the Fifth Schedule, after the entry “The Controller of Patents and Designs”, the following entry shall be inserted, namely:—

“Chief Administrator, Kosi Project.”

[No. F. 8(25)-EV(B)/63-GPF.]

C. K. SUBRAMANIAN, for Dy. Secy.

## (Department of Economic Affairs)

New Delhi, the 14th February 1964

S.O. 593.—Statement of the Affairs of the Reserve Bank of India, as on the 7th February 1964

## BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up . . . . .	5,00,00,000	Notes . . . . .	13,17,29,000
Reserve Fund . . . . .	80,00,00,000	Rupee Coin . . . . .	2,35,000
National Agricultural Credit (Long Term Operations) Fund . . . . .	73,00,00,000	Small Coin . . . . .	3,86,000
National Agricultural Credit (Stabilisation) Fund . . . . .	8,00,00,000	National Agricultural Credit (Long Term Operations) Fund	
Deposits :—		(a) Loans and Advances to :—	
(a) Government		(i) State Governments . . . . .	26,64,45,000
(i) Central Government . . . . .	54,51,99,000	(ii) State Co-operative Banks . . . . .	8,52,89,000
(ii) State Governments . . . . .	9,80,61,000	(iii) Central Land Mortgage Banks . . . . .	..
(b) Banks		(b) Investment in Central Land Mortgage Bank Debentures . . . . .	3,59,36,000
(i) Scheduled Banks . . . . .	83,53,52,000	National Agricultural Credit (Stabilisation) Fund	
(ii) State Co-operative Banks . . . . .	1,83,94,000	Loans and Advances to State Co-operative Banks . . . . .	..
(iii) Other Banks . . . . .	4,43,000	Bills purchased and Discounted :—	
(c) Others . . . . .	176,05,63,000	(a) Internal . . . . .	..
Bills Payable . . . . .	34,27,35,000	(b) External . . . . .	..
Other Liabilities . . . . .	60,19,20,000	(c) Government Treasury Bills . . . . .	67,48,21,000
Rupees . . . . .	586,26,67,000	Balances Held Abroad* . . . . .	19,07,35,000
		Loans and Advances to Governments** . . . . .	38,61,97,000
		Loans and Advances to :—	
		(i) Scheduled Banks† . . . . .	49,13,00,000
		(ii) State Co-operative Banks†† . . . . .	129,59,40,000
		(iii) Others . . . . .	2,53,97,000
		Investments . . . . .	199,19,76,000
		Other Assets . . . . .	28,62,81,000
		Rupees . . . . .	586,26,67,000

\*Includes Cash and Short-term Securities.

\*\*Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 19,59,00,000 advanced to scheduled banks against usance bills under section 17(4) (c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 11th day of February, 1964.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 7th day of February 1964

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	13,17,29,000		Gold Coin and Bullion :—		
Notes in circulation	2441,90,09,000		(a) Held in India	117,76,10,000	
			(b) Held outside India	..	
Total Notes issued		2455,07,38,000	Foreign Securities	102,45,69,000	
			TOTAL		220,21,79,000
			Rupee Coin		110,16,15,000
			Government of India Rupee Securities		2124,69,44,000
			Internal Bills of Exchange and other		..
			Commercial paper		..
TOTAL LIABILITIES		2455,07,38,000	TOTAL ASSETS		255,07,38,000

Dated the 12th day of February 1964.

P. C. BHATTACHARYYA,  
Governor.

[No. F. 3(2)-BC/64.]

A. BAKSI, Jt. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

अधिसूचना

आय-कर

नई दिल्ली, 20 जनवरी, 1964

एस० आ० 594.—सामान्य सूचनार्थ एतत् द्वारा अधिसूचित किया जाता है कि नीचे वर्णित संस्था “विहित प्राधिकारी” वैज्ञानिक तथा औद्योगिक गवेषणा परिषद् द्वारा आयकर अधिनियम, 1961 (1961 का 43) की धारा 35 की उप-धारा (1) के खण्ड (ii) के प्रयोजनों के लिए अनुमोदित की गई है।

संस्था

बुल रिसर्च एसोसियेशन, बम्बई।

[सं० 4-एफ० सं० 24/18/63-आई० टी० (ए-I)]

जी० आर० देसाई, उप सचिव।

(Department of Revenue)

CUSTOMS

New Delhi, the 22nd February 1964

S.O. 595.—In exercise of the powers conferred by clause (a) of Section 7 of the Customs Act, 1962 (52 of 1962) and in supersession of the Notifications of the Government of India in the late Ministry of Communications No. 10-A/15-52, dated the 29th March, 1952 and dated the 5th June, 1954, the Central Government hereby appoints Ahmedabad airport as a customs airport for the unloading of imported goods and the loading of export goods when such goods are brought into or taken out of the said airport by a foreign going aircraft.

[No. 20. F. No. 14/11/62-L.C.II.]

N. B. SANJANA, Under Secy.

## CENTRAL BOARD OF DIRECT TAXES

### INCOME-Tax

New Delhi, the 13th February 1964

S.O. 596.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and in supersession of all previous notifications in this regard the Central Board of Direct Taxes directs that the Appellate Assistant Commissioners of Income-tax of the Ranges specified in column 1 of the Schedule below shall perform their functions in respect of all persons and incomes assessed to income-tax or super-tax in the Income-tax Circles, Wards and Districts specified in the corresponding entry in column 2 thereof:—

#### SCHEDULE

Range	Income-tax Circles, Wards and Districts
'A' Range, Bangalore.	1. Bangalore City Circle I. 2. Kolar Circle. 3. Estate Duty cum I.T. Circle, Bangalore. 4. Special Survey Circle, Bangalore.

Range	Income-tax Circles, Wards and Districts
'B' Range. Bangalore	<ol style="list-style-type: none"> <li>1. Bangalore City Circle, II.</li> <li>2. Salary Circle, Bangalore.</li> <li>3. Special investigation Circles 'A' &amp; 'B', Bangalore.</li> <li>4. Rural Circle, Bangalore.</li> <li>5. Tumkur Circle.</li> <li>6. Chitradurga Circle.</li> <li>7. Special Survey Circle, Dharwar (in respect of persons who have their principal place of business in or reside within the jurisdiction of Chitradurga Circle).</li> </ol>
Mysore.	<ol style="list-style-type: none"> <li>1. Mangalore Circle.</li> <li>2. Coorg Circle.</li> <li>3. Udipi Circle.</li> <li>4. Mysore Circle.</li> <li>5. Hassan Circle.</li> <li>6. Shimoga Circle.</li> <li>7. ED cum I.T. Circle, Mangalore.</li> <li>8. Davangere Circle.</li> <li>9. Special Survey Circle, Dharwar (in respect of persons who have their principal place of business in or reside within the jurisdiction of Shimoga and Davangere Circles).</li> </ol>
Dharwar	<ol style="list-style-type: none"> <li>1. Dharwar Circle.</li> <li>2. Hubli Circle.</li> <li>3. ED cum I.T. Circle, Dharwar.</li> <li>4. Special Survey Circle, Dharwar (in respect of persons who have their principal place of business in or reside within the jurisdiction of Dharwar and Hubli Circles).</li> </ol>
Belgaum	<ol style="list-style-type: none"> <li>1. Belgaum Circle.</li> <li>2. Bijapur Circle.</li> <li>3. Karwar Circle.</li> <li>4. Gulbarga Circle.</li> <li>5. Raichur Circle.</li> <li>6. Bellary Circle.</li> <li>7. Goa Circle.</li> <li>8. Special Survey Circle, Dharwar (in respect of persons who have their principal place of business in or reside within the jurisdiction of Belgaum, Bijapur, Karwar, Gulbarga, Raichur and Bellary Circles).</li> </ol>

When an Income-tax Circle, Ward or District or part thereof stands transferred by this notification from one Range to another Range, Appeals arising out of Assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of Range from whom that Income-tax Circle, Ward or District or part thereof is transferred shall, from the date this notification shall take effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle, Ward or District or part thereof is transferred.

This notification shall take effect from 15th February, 1964.

#### *Explanatory Note*

The amendments have become necessary on account of the re-organisation of the Appellate Ranges in the Commissioner's charge.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 9 (F. No. 50/13/64-IT).]

S. DWIVEDI, Under Secy

**COLLECTORATE OF CENTRAL EXCISE, PATNA***Patna, the 31st January 1964*

**S.O. 597.**—In pursuance of Rule 5 of the Central Excise Rules '44, I empower all officers not below the rank of Assistant Collector of the Central Excise Collectorate, Patna to exercise within their respective jurisdiction the powers of the 'Collector' under sub-rule 10-A of Rule 191A of the Central Excise Rules 44.

[No. 1-Tob/64.]

**TRADE NOTICE***Patna, the 31st January 1964*

**S.O. 598.**—It is notified for general information of the Trade that with effect from 1st February, 1964, a procedure for examination of exports consignments of excisable commodities at source instead of at ports of shipment will be implemented. This is designed to give better facilities to the trade and to avoid two fold examination of the goods, once at the hands of Central Excise Officers and then again by Customs Officers at the port of shipment.

2. Exporters intending to avail of this facility of examination at source shall present the goods along with the relative invoices in triplicate, packing lists, G.R. forms etc. with a written request in this behalf to the area Superintendent of Central Excise.

3. If the goods are offered for examination at the office of the Superintendent during normal working hours, no fee will be charged. If attendance is required at the factory, the exporters will have to pay a fee for the purpose at appropriate rates. In either case in absence of a prior appointment, a clear notice of 96 hours shall have to be given.

4. After checking the correctness of the declaration made in the invoice and connected documents and examination of the goods on percentage basis by Central Excise Officers the invoice will be suitably endorsed and the third copy of the invoice handed over along with the packing list, G.R. form etc. for filing shipping bills in the Customs house of the port of shipment. The packages on examination shall be sealed by Central Excise lead or signode seal and handed over to the exporter for production before Customs for allowing export. The exporters, however, have to make their own arrangements for transporting the packages to the ports of shipment, proper care being taken to ensure that seals of the packages are not broken, as packages with broken seals shall be liable to be examined thoroughly before allowing the export.

5. Grant of similar facilities for exporter of non-excisable goods which shall however, be on selective basis is under consideration and will be notified in due course.

[No. 1-LC/64.]

A. R. SHANMUGAM, Collector,  
Central Excise, Patna.

**TRADE NOTICE***Patna, the 18th January 1964*

**SUB.—Copper and Copper alloys pipes and Tubes—Assessment of—Set off for the duty paid at the crude/manufacture stage.**

**S.O. 599.**—A reference is invited to the Government of India, Ministry of Finance (Department of Revenue), Notification No. 213/63, Central Excises, dated 28th December, 1963.

2. The effect of this Notification is that pipes and Tubes of Copper & Copper alloys manufactured out of duty paid crude or manufactures will, at the time of assessment at the rate of 10 per cent *ad-valorem*, be eligible for set off of the duty already paid at the crude or the manufacture stage (weight for weight) against the duty payable.

[No. 1/1—Copper and Copper alloys/64.]

R. PRASAD, Collector,  
Central Excise, Patna.

**OFFICE OF THE COLLECTOR OF CENTRAL EXCISE MADHYA PRADESH  
AND VIDARBHA, NAGPUR**

*Nagpur, the 6th February 1964*

**S.O. 600.**—In exercise of the powers vested in me under Rule 5 of the Central Excise Rules 1944, I hereby empower the Assistant Collectors of Central Excise in this Collectorate to exercise within their respective jurisdiction, the powers conferred by Sub-rule 10A of rule 191A of the Central Excise Rules, 1944.

[No. 1/1964.]

**TILAK RAJ, Collector.**

**MINISTRY OF STEEL, MINES AND HEAVY ENGINEERING**

**(Department of Mines and Metals)**

*New Delhi, the 13th February 1964*

**S.O. 601.**—In exercise of the powers conferred by clause 4 of the Colliery Control Order, 1945, as continued in force by section 16 of the Essential Commodities Act, 1955 (10 of 1955), and of all other powers enabling it in this behalf, the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Mines and Fuel No. S.O. 2984, dated the 18th September, 1962, fixing the price at which middlings produced by the National Coal Development Corporation Limited at the Bokaro-Kargali Washery and by the Hindustan Steel Limited at the Durgapur Washery shall be sold.

[No. C5-12(13)/60.]

**N. LAKSHMAN RAU, Dy. Secy.**

**(Department of Mines and Metals)**

*New Delhi, the 13th February 1964*

**S.O. 602.**—Whereas by the notification of the Government of India in the late Ministry of Mines and Fuel S.O. No. 2504, dated the 24th August, 1963, under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government gave notice of its intention to acquire certain lands and mining rights in the locality specified in the Schedule appended to that notification;

And whereas the Central Government after considering the report of the competent authority and after consulting the Government of Maharashtra, is satisfied that:—

- (a) the lands measuring 736.00 acres or 298.08 hectares approximately described in Schedule A appended hereto; and
- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 1657.00 acres or 671.08 hectares approximately described in Schedule B appended hereto;

should be acquired;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 736.00 acres or 298.08 hectares (approx.) described in the said Schedule A and the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 1657.00 acres or 671.08 hectares (approx.) described in the said Schedule B are hereby acquired.

The plan of the area covered by this Notification may be inspected in the Office of the Collector, Nagpur, (Maharashtra) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the National Coal Development Corporation Limited (Revenue Section), "Darbhanga House", Ranchi, (Bihar).

SCHEDULE 'A'

Kamptee Coal Field Silewara Mine

SUB BLOCK I

Drg. No. Rey/108/63  
dated 16-9-63  
(showing lands acquired)

All Right

Sl. No.	Village	Tahsil	Mouza No.	District	Area	Remarks
1	Pota	Saoner	149	Nagpur		Part
2	Silewara	Saoner	224	Nagpur		Part
3	Chadkapur	Saoner	71	Nagpur		Part
4	Etgaon	Ramtek	16	Nagpur		Part
5	Thomasbari	Ramtek	147	Nagpur		Part
6	Singouri	Ramtek	364	Nagpur		Part
7	Saholi	Ramtek	351	Nagpur		Part

Total Area 736.00 acres (approx)  
or 298.08 Hectares (approx).

Plot Nos. acquired in village Pota—2 to 13, 14(P), 15(P), 44 to 49, 54, 55(P), 56, 57(P), 58(P), 59(P), 94(P), 99(P), 100(P), 103(P), 105(P), 106(P), 107(P), 110(P), 111(P), 112(P), 113(P), 114(P), 115(P), 116(P), 117(P), 118(P), 119(P), 132(P), 134(P), 146(P), 147(P), 152 to 155, 157(P), 159, 160, 161, 162/1, 162/2, [Excluding the part village of Pota containing Plot Nos. 50 to 53, 55(P), 132(P), 135/1, 135/2, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 147(P), 156, 157(P), 158 bounded by A-B-C-D-E-F.]

Plot Nos. acquired in village Silewara—26, 27, 28(P), 31 to 41, 42(P), 43, 70(P), 71(P), 74(P), 82-83-84(P) and 115(P).

Plot Nos. acquired in village Chadkapur—5(P), 11(P), 12(P), 15(P), 14(P), 17(P), 18(P), 19(P), 20(P), 21(P), 22(P), 23 to 32, 33(P), 71 to 77, 78(P), 79, 80, 81(P), 82(P), 83(P) and 84 to 87

Plot No. acquired in village Etgaon—22c(P).

Plot Nos. acquired in village Thomasbari—41 and 150.

Plot No. acquired in village Singouri—17.

Plot No. acquired in village Saholi—23(P).

Boundary Description of Sub Block I:

- 1—2 Line passes along the left bank of river Kanhan in villages Etgaon, Thomasbari, Singouri and Saholi and meets at point '2'.
- 2—23—3—4—5—6—7 lines pass through Plot No. 23 of village Saholi, through Plot Nos. 115, 42, along the Southern boundary of Plot No. 43, along the Western boundary of Plot No. 43, part Eastern boundary of Plot No. 45, part Western boundary of Plot No. 34, part Southern boundary of Plot No. 31, through Plot No. 28, along the part Eastern boundary of Plot No. 26, along Southern boundary of Plot No. 26 along the Western boundary of Plot No. 26 in village Silewara, along part common boundary of villages Silewara and Pota and again along the Western boundary of Plot No. 152 in village Pota and meets at point '7'.
- 7—8 line passes along the Northern boundary of Plot Nos. 149 and 148, through Plot Nos. 117, 116, along Northern boundary of Plot No. 108 and along part Northern boundary of Plot No. 110, in village Pota and meets at point '8'.
- 8—9 line passes through Plot No. 110 and again along the part Western boundary of Plot No. 110, Western boundary of Plot No. 109, through Plot Nos. 107, 106, in village Pota through Plot Nos. 9, 14, 13, 12, 11, 17, 18 and 22 in village Chadkapur and meets at point '9'.



- 20—1 line passes along the Northern boundary of Plot No. 8 in village Pota and through Plot No. 220 in village Etgaon which meets at point '1'.

**SUB-BLOCK-II**

*Dated 16-9-63*

(showing lands where rights to mine, quarry, bore, dig and search for, win, work and carry away minerals are acquired.)

### Mining Rights'

Total area: 1044.50 acres (approx)  
or 423.02 Hectares (approx)

**Plot Nos. acquired in village Walni :—**

127 (P), 128 (P), 129 (P), 130, 131 (P), 132 (P), 166 (P), 167 (P), 168 (P),  
169 (P), 170 (P), 171 (P), 172 (P), 173 and 174.

**Plot Nos. acquired in village Ranala :—**

21 (P), 23 (P), 24 (P), 25 (P), 26 (P), 27 (P), 28, 29 (P), 30 (P), 31 to 40,  
41/1, 41/2, 42, 43 (P), 44, 45, 46, 47 (P), 48 (P) and 57 (P).

**P Nos. acquired in village Rohana :—**

4(P), 6(P), 36(P), 39(P), 40(P), 41(P), 42 to 45, 46(P), 47(P), 48 to 86,  
87(P), 88, 89(P) and 90(P).

**Plot Nos. acquired in village Pota :—**

66(P), 71(P), 72(P), 73 to 76, 77(P), 78(P), 80(P), 81 to 93, 94(P), 95 to  
98, 99(P), 100(P), 101, 102, 103(P), 104, 105(P), 111(P), 112(P), 113(P),  
114(P), 115(P), 118(P), 119(P), 120 to 128, 129(P), 130(P), 132(P), 133(P),  
146(P) and 147(P).

**Plot Nos. acquired in village Chadkapur :—**

1, 2, 3, 4(P), 5, 6(P), 7, 8, 9(P), 10, 11(P), 12(P), 13(P), 14(P), 17(P), 19(P), 20(P),  
21(P), 22(P), 33(P), 34(P), 35, 36(P) and 37(P).

**BOUNDARY DESCRIPTION OF SUB-BLOCK II:**

- 21—19 line passes through Plot No. 128 in village Walni, through Plot Nos. 4, 6, 47, 48, 36, 40, 39, 41, 89, 90, 87 in village Rohana and through Plot Nos. 72, 71, 77, 78, 80, 130, 129, 132, 66, 133 in village Pota and meets at point '19'.
- 19—18 line passes along the part Western boundary of Plot No. 134, through Plot No. 132, along the Eastern boundary of Plot No. 120, through Plot Nos. 119, 146, along part Western boundary of Plot No. 146 and through Plot No. 147 in village Pota and meets at point '18'.
- 18—17 line passes through Plot Nos. 147, 118, 115, 114, 113, 112, 111 and 94 in village Pota and meets at point '17'.
- 17—16 line passes through Plot Nos. 94, 99, 100, 105, 103 in village Pota, through Plot Nos. 9, 14, 13, 12, 11, 17, 19, 20 and 22 in village Chadkapur and meets at point '16'.
- 16—15—22 lines pass through Plot Nos. 22, 21, 33, 17, 6, 4, 34, 37, 36 in village Chadkapur and through plot Nos. 43, 47, 48, 57, 30, 29, 27, 21 and 23 in village Ranala, and meets at point '22'.
- 22—21 line passes through Plot Nos. 23, 24, 25, 26 in village Ranala, through Plot Nos. 166, 167, 168, 169, 170, 171, 172, 131, 132, 129, 127, 128 and meeting with the starting point 21 in village Walni.

**SUB-BLOCK III****'Mining Rights'**

Sl. No.	Village	Tahsil	Mouza No.	District	Area	Remarks
1	Pota	Saoner	149	Nagpur		Part
2	Chadkapur	"	71	"		Part
3	Silewara	"	224	"		Part

Total area: 612.50 acres (approx.)  
Or 248.06 Hectares (approx.)

**Plot Nos. acquired in village Pota :—**

06(P), 107(P), 1108, 109, 110(P), 116(P), 117(P) and 148 to 151.

**Plot Nos. acquired in village Chadkapur :—**

9(P), 11(P), 12(P), 13(P), 14(P), 15, 16, 17(P), 18(P) and 22(P).

**Plot Nos. acquired in village Silewara :—**

1/1, 1/2, 2 to 25, 28(P), 29/1, 29/2, 30, 42(P), 44 to 59, 60/1, 60/2, 61 to 69, 70(P), 71(P),  
72, 73, 74(P), 75(P), 76(P), 77, 78(P), 87(P), 88(P), 90(P), 91(P), 92 to 98, 99—108, 100 to 107,  
109(P), 112(P), 113(P), 114, 115(P), and 116(P).

# BOUNDARY DESCRIPTION:

- 3-8-7-6-5-4-3-23 lines pass through Plot Nos. 22, 18, 17, 11, 12, 13, 14, 9 in village Chadkapur, through Plot Nos. 106, 107, along the Western boundary of Plot No. 109, along the part Western boundary of Plot No. 110, through Plot No. 110, along the part Northern boundary of Plot No. 110, along the Northern boundary of Plot No. 108, through Plot Nos. 116, 117, along the Northern boundary of Plot Nos. 148 and 149, along the Western boundary of Plot No. 152 in village Pota, along the part common boundary of villages Silewara and Pota, along the Western boundary of Plot No. 26, along the Southern boundary of Plot No. 26, along the part Eastern boundary of Plot No. 26, through Plot No. 28, along the part Southern boundary of Plot No. 31, along the part Western boundary of Plot No. 34, along the part Eastern boundary of Plot No. 45, along the Western and Southern boundary of Plot No. 43, through Plot Nos. 42 and 115 in village Silewara and meets at point '23'.
- 23-24 line passes along the Central line of Kanhan River and meets at point '24'.
- 24-10 line passes through Plot Nos. 115, 116, 113, 112, 109, 91, 90, 88, 87, 78, 76, 75, 74, 71 and 70 in village Silewara and meets at point '10'.
- 10-9 line passes through Plot No. 70 in village Silewara and 22 in village Chadkapur and meets at point '9'.

[No. F. C2-25(2)/61.]

New Delhi, the 14th February 1964

S.O. 603.—Whereas by a Notification of the Government of India in the Late Ministry of Mines and Fuel S.O. 1895 dated the 25th June, 1963 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in the lands in the locality specified in the Schedule appended to that notification;

And Whereas the Central Government is satisfied that coal is obtainable in the whole or any part of said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act,

the Central Government hereby gives notice of its intention to acquire the lands measuring 908.80 acres or 368.06 hectares described in the Schedule appended hereto.

The plans of the areas covered by this notification may be inspected at the office of the Collector, Bilaspur (M.P.) or at the office of the Coal Controller, 1, Council House Street, Calcutta or at the office of the National Coal Development Corporation Ltd. (Revenue Section), "Darbhanga House", Ranchi.

Any person interested in the aforesaid lands may within 30 days of the issue of this notification, file objection to the acquisition of the whole or any part of the lands or of any rights in or over such lands to the Coal Controller, 1, Council House Street, Calcutta.

[Drg. No. Rev. 121/63.]

Dated the 8th November 1963.

MANIKPUR BLOCK (EXTN.)

## SCHEDULE

(Showing lands to be acquired)

"All Rights"

Sl. No.	Vill	Tahsil	Halka No.	Khewat No.	District	
1.	Dadar-Manikpur (U.S.)	Katghora	—	—	Bilaspur	Part
2.	Dadar (U.S.)	"	—	—	"	"
3.	Bishrampur	"	14	113	"	"
4.	Naktikhar (U.S.)	"	—	—	"	"
5.	Kharmora (U.S.)	"	—	—	"	"
6.	Dhelusdih (U.S.)	"	—	—	"	"

TOTAL AREA : 908.80 acres (Approximately)

Or 368.06 hectares (Approximately)

*Plot Nos. to be acquired in village Dadar-Manikpur (U.S.)—*

Part of unsurveyed village.

*Plot Nos. to be acquired in village Dadar (U.S.)—*

Part of unsurveyed village.

*Plot Nos. to be acquired in village Birampur—*

348(P), 362/2—364/1—365—368/2—366—367/1—372/2(P), 371/1(P), 371/2(P), 372/1(P), 373(P), 374(P), 375/1, 375/2, 376/1, 376/2, 377/1, 377/2, 378/1, 378/2, 378/3, 378/4, 378/5, 378/6, 378/7, 379, 380, 381, 382(P), 387/1(P), 388(P), 389(P), 390(P) and 394(P).

*Plot Nos. to be acquired in village Naktikhar (U.S.)—*

Part of unsurveyed village.

*Plot Nos. to be acquired in village Kharmora (U.S.)—*

Part of unsurveyed village.

*Plot Nos. to be acquired in village Dheluadih (U.S.)—*

Part of unsurveyed village.

#### **BOUNDARY DESCRIPTION:**

- A-B** line passes through village Dadar-Manikpur (U.S.) and through plot Nos. 373, 371/1, 371/2. and 362/2—364/1—365—368/2—366—367/1—372/2,—372/1 in village Bisrampur which is also the part common boundary of Korba Blocks I, II & IIIA acquired under M.C. Rules and meets at point 'B'.
- B-C** line passes through plot Nos. 372/1, 373, 374, 348, 382, in village Bisrampur, through unsurveyed village Dadar, again through plot Nos. 387/1, 388, 389, 390 and 394 in village Bisrampur, again through unsurveyed village Dadar, again through plot No. 394 in village Bisrampur, again through unsurveyed village Dadar and then through unsurveyed village Dheluadih i.e. along the part northern boundary of Manikpur Block notified U/s 9(1) of Coal Act vide S.O. No. 1514 dated 2nd June, 60 and meet at point 'C'.
- C-D** line passes through unsurveyed village Dheluadih, i.e. along part common boundary of Korba Block 'C' notified for all rights U/s 7(1) of the Coal Act vide S.O. No. 1764 dated 18th June 1963 and meets at point 'D'.
- D-E** line passes along the part common boundary of unsurveyed villages Dadar and Dheluadih, i.e. along part common boundary of Korba Block 'C' notified for all rights U/s 7(1) of Coal Act vide S.O. No. 1764 dated the 18th June 1963 and meets at point 'E'.
- E-F** line passes through unsurveyed village Naktikhar, i.e. along part common boundary of Korba Block 'C' notified for all rights U/s 7(1) of Coal Act vide S. O. No. 1764 dated the 18th June 1963 and meets at point 'F'.
- F-G** line passes through unsurveyed villages Naktikhar and Kharmora and meets at point 'G'.
- G-H** line passes through unsurveyed villages Naktikhar and Kharmora and meets at point 'H'.
- H-I-J** lines pass through unsurveyed villages Kharmora and Dadar which is also part common boundary of Korba Blocks I, II & IIIA acquired under M.C. Rules and meet at point 'J'.
- J-K-L-M-A** lines pass through unsurveyed villages Dadar and Dadar-Manikpur and meet at point 'A'.

ERRATUM

New Delhi, the 14th February 1964

**S.O. 604.**—In the Schedule to the notification of the Government of India in the late Ministry of Mines and Fuel S.O. No. 3139 dated the 31st October, 1963, published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 9th November, 1963.

At page 3947—

- (i) in line 32, for "Shonpat Block 'B' " read "Sonhat Block 'B' ";
- (ii) in line 34, for "Tehsil" read "Tahsil";
- (iii) in line 35, (a) for "34" read "84".
- (b) for "Balkumthpur" read "Baikunthpur".

[No. C2-22(16)/60.]

A. NABAR, Under Secy.

MINISTRY OF INTERNATIONAL TRADE

(Office of the Jt. Chief Controller of Imports and Exports)

NOTICE

Bombay, the 16th January 1964

**S.O. 605.**—It is hereby notified that in exercise of the powers conferred by Clause 9 of the Imports (Control) Order '55, the Government of India, in the Ministry of International Trade propose to cancel the following licence which has been obtained on the basis of an Essentiality Certificate secured by misrepresentation of facts, unless sufficient cause against this, is furnished to the Deputy Chief Controller of Imports and Exports, Bombay, within ten days of the date of issue of this Notice by M/s. Himalayan Tiles and Marbles Private Ltd., Guptanagar, Jogeshwari, Bombay-60 or any Bank or any other party, who may be interested in it:—

S. No.	Licence No. and Date	Value	Item	Country	Name of the Party
I.	A. 970795 20-9-63	Rs. 5,850/-	Colour P'g nt Red & Yellow.	General area.	Himalay tiles. and Ma Pvt. Ltd Bombay 60.

In view of what is stated above M/s. Himalayan Tiles and Marbles Private Ltd., Guptanagar, Jogeshwari, Bombay-60 or any Bank or any other party who may be interested in the said licence No. A. 970795, dated 20th September, 1963, are hereby directed not to enter into any firm commitments against the said licence and return it immediately to the Deputy Chief Controller of Imports and Exports, Bombay.

[No. 1/333/63/CDN.II.]

H. P. DUBE,

Dy. Chief Controller of Imports and Exports, Bombay.

MINISTRY OF INDUSTRY

(Indian Standards Institution)

New Delhi, the 7th February 1964

**S.O. 606.**—In the notification published under S.O. 3230 in the Gazette of India, Part II, Sub-Section 3(ii), dated 23rd November, 1963. in licence No. CM/L-594, dated 20th October, 1963 held by M/s. Bombay Switchgears, Bombay additional

types namely, Metal Clad Switches, 15 amps 650 Volts and 30 amps 500 Volts Grades have been included.

[No. MD/12:706.]

**S.O.607.**—In the notification published under S.O. 2037 in the Gazette of India, Part II, Sub-Section 3 (ii) dated 20 July 1963, in licence No. CM/L-426 dated 30-6-1962 held by M/s. Asian Cables Corporation Ltd., Thana the following additional varieties have been included from 20 January 1964 :

Type	Voltage	Conductor
<i>Non-Flexible Cables</i>		
TRS with earth continuity conductor	250 Volts	Copper
Weatherproof . . . . .	660 Volts	Copper or Aluminium
Flame Retarding . . . . .	660 Volts	Aluminium
<i>Flexible Cables</i>		
Tough Rubber Sheathed . . . . .	660 Volts	Copper
<i>Flexible Cords</i>		
Workshop Type . . . . .	250 Volts	Copper
Tough Rubber Sheathed . . . . .	250 Volts	

[No. MD/12: 712. ]

New Delhi, the 10th February 1964

**S.O. 608**—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies that ten licences, particulars of which are given in the Schedule hereto annexed, have been granted authorizing the licensees to use the Standard Mark.

THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article/Process covered by the Licence	Relevant Indian Standard
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L-616 7-1-1964	1-2-64	31-1-65	M/s. Jaipur Metals & Electricals Ltd., Near Railway Station, Jaipur (Rajasthan).	Hard-Drawn Stranded Aluminium and Steel-Cored Aluminium Conductors for Overhead Power Transmission Purposes.	IS: 398-1961 Specification for Hard-Drawn Stranded Aluminium and Steel-Cored Aluminium Conductors for Overhead Power Transmission Purposes (Revised).
2	CM/L-617 10-1-1964	16-2-64	15-2-65	The Bhor Industries Ltd., 392, Cadell Road, Bombay-28 having their Registered Office at Sir Vithaldas Chambers, 16, Apollo Street, Fort, Bombay-1.	Vinyl Coated Fabrics (Leather-cloth).	IS: 1259-1962 Specification for Vinyl Coated Fabrics (Leather-cloth) (Revised).
3	CM/L-618 10-1-1964	16-2-64	15-2-65	M/s. Indian Malleable Casting Ltd. 22/23, Feeder Road, Belgharia 24 Parganas having their Regd. Office at 4, Lyons Range, Calcutta-1.	Bicycle Frames	IS: 623-1955 Specification for Bicycle Frames (Tentative).
4	CM/L-619 10-1-1964	16-2-64	15-2-65	The Indian Tube Company (1953) Ltd., Jamshedpur, Bihar, having their Regd. Office at 41 Chowringhee Rd., Calcutta-16.	Mild Steel Tubes and Tubulars.	IS: 1239-1958 Specification for Mild Steel Tubes and Tubulars.
5	CM/L-620 17-1-1964	16-2-64	15-2-65	M/s. Roofrite Private Ltd., Daulatabad Road, Gurgaon (Pb.), Near Railway Station, having their Office at Cottage No. 18, West Patel Nagar, New Delhi-12.	Bitumen Felts for Water-proofing and Damp-proofing Type 3 Grade L.	IS: 1322-1959 Specification for Bitumen Felts for Waterproofing and Damp-proofing.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
6	CM/L-621 22-1-1964	1-3-64	28-2-65	M/s. Pesticides India, Udalsagar Road, Udaipur.	BHC Water Dispersible Powder Concentrates.	IS: 562-1962 Specification for BHC Water Dispersible Powder Concentrates ( <i>Revised</i> ).
7	CM/L-622 23-1-1964	1-3-64	28-2-65	M/s. R. N. Datta & Co., 30, Bediadanga 2nd Lane, Calcutta -39 having their Office at 12, Rabindra Sarani (Lower Chitpur Road), Calcutta-1.	Steel Conduits for Electrical Wiring.	IS: 1653-1960 Specification for Steel Conduits for Electrical Wiring.
8	CM/L-623 23-1-1964	1-3-64	28-2-65	M/s. Addisons Paints & Chemicals Ltd., Huzur Gardens, Sembiam, Madras-11.	Enamel, Brushing, Exterior, Type 1 (Synthetic) (1) Undercoating (2) Finishing, Colour as Required.	IS: 520-1954 Specification for Enamel, Brushing, Exterior, Type 1 (Synthetic) (1) Undercoating (2) Finishing Colour as Required ( <i>Tentative</i> ).
9	CM/L-624 23-1-1964	1-3-64	28-2-65	M/s. Polymer Products Co., Opp. Indian Cork Mills, Saki Vihar Lake Road, Bombay-70.	Plastic Water-Closet Seats and Covers (Phenolic).	IS: 2548-1963 Specification for Plastic Water-Closet Seats and Covers.
10	CM/L-625 30-1-1964	1-3-64	28-2-65	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Structural Steel (Fusion Welding Quality).	IS: 2062-1962 Specification for Structural Steel (Fusion Welding Quality).

[No. MD/33:16.]



**S.O. 609**—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies that fortysix licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

# THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article(s) covered by the licence	Relevant Indian Standard
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L-44 20-1-1958	1-2-64	31-1-65	M/s. Shalimar Tar Products (1935) Limited, 6 Lyons Range, Calcutta.	Naphthalene.	IS: 539-1955 Specification for Naphthalene.
2	CM/L-45 20-1-1958	1-2-64	31-1-65	M/s. B.S. & Company, 6 Nabin Chandra Das Lane, Baranagar, Calcutta-36 (Plywood Mill No. 1).	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chests (Revised).
3	CM/L-47 20-1-1958	1-2-64	31-1-65	M/s. Hunsur Plywood Works, P.O. Hunsur (Mysore State).	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chests (Revised).
4	CM/L-50 20-1-1958	1-2-64	31-1-65	M/s. East India Plywood Co. Private Ltd., 2, Netaji Subhas Road, Calcutta.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chests (Revised).
5	CM/L-51 20-1-1958	1-2-64	31-1-65	M/s. Jeypore Timber & Veneer Mills Private Ltd., Dibrugarh, Distt. Lakhimpur, Upper Assam.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chests (Revised).
6	CM/L-52 20-1-1958	1-2-64	31-1-65	The Malabar Plywood Works, Cheruvannur Feroke (Kerala State).	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chest (Revised).
7	CM/L-53 20-1-1958	1-2-64	31-1-65	M/s. South India Plywood Industries, Market Landing, Kottayam, Kerala State.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chest (Revised).
8	CM/L-56 20-1-1958	1-2-64	31-1-65	M/s. Great Indian Plywood Manufacturing Co., 76 Jessore Road, Dum Dum, Calcutta-28.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chest (Revised).
9	CM/L-57 20-1-1958	1-2-64	31-1-65	M/s. Assam Valley Plywood Private Ltd., 67-B, Netaji Subhas Road, Calcutta.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chest (Revised).
10	CM/L-58 20-1-1958	1-2-64	31-1-65	M/s. Assam Bengal Veneer Industries (P) Ltd., 9, Clive Row, Calcutta (Factory—Calcutta).	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chest (Revised).

(1)	(2)	(3)	(4)	(5)	(6)	(7)
11	CM/L-59 20-1-1958	1-2-64	31-1-65	M/s. Assam Bengal Veneer Industries (P) Ltd., 9, Clive Row, Calcutta (Factory—Oodlabari).	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chest ( <i>Revised</i> ).
12	CM/L-60 20-1-1958	1-2-64	31-1-65	The Standard Furniture Co. Ltd., Kallai, Kozhikode-3 (Kerala State).	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chest ( <i>Revised</i> ).
13	CM/L-85 24-4-1958	9-1-64	8-1-65	M/s. Hindustan Timber Industries, 41, Chaulpatty Road, P.O. Beliaghata, Calcutta-10.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chest ( <i>Revised</i> ).
14	CM/L-113 19-1-1959	1-2-64	31-1-65	M/s. Phoenix Plywood, Kottayam, Kerala.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chest ( <i>Revised</i> ).
15	CM/L-114 19-1-1958	1-2-64	31-1-65	M/s. Venus Plywood Company, Nemmara P.O., Kerala.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea Chest ( <i>Revised</i> ).
16	CM/L-146 28-9-1959	5-1-64	4-1-65	M/s. Bharat Pulverising Mills Pvt. Ltd., 38-A, Sayani Road, Bombay-28.	BHC Water Dispersible Powder Concentrates.	IS: 562-1962 Specification for BHC Water Dispersible Powder Concentrates ( <i>Second Revision</i> ).
17	CM/L-156 20-11-1959	1-2-64	31-1-65	M/s. Sulekha Works Limited, Sulekha Park, Jadavpur, Calcutta-32.	Ferro-Gallo Tannate Fountain Pen Ink (0.1 percent Iron content).	IS: 220-1959 Specification for Ferro-Gallo Tannate Fountain Pen Ink (0.1 percent Iron content) ( <i>Revised</i> ).
18	CM/L-160 15-1-1960	1-2-64	31-1-65	The Indian Iron & Steel Co., Limited, 12, Mission Row, Calcutta-1.	Flushing Cisterns	IS: 774-1954 Specification for Flushing Cisterns for Water Closets and Urinals.
19	CM/L-215 29-8-1960	15-1-64	14-1-65	M/s. Tata-Fison Ltd., Pandit Motilal Nehru Road, Jamuna Kinara, Agra.	BHC Dusting Powders	IS: 561-1962 Specification for BHC Dusting Powders ( <i>Second Revision</i> ).
20	CM/L-226 16-9-1960	1-2-64	31-1-65	M/s. Sulekha Works Limited, Sulekha Park, Jadavpur, Calcutta-32.	Dye-Based Fountain Pen Inks, Blue, Green and Red.	IS: 1221-1957 Specification for Dye Based Fountain Pen Inks (Blue, Green, Violet, Black and Red).
21	CM/L-233 18-10-1960	25-1-64	24-1-65	M/s. Great Eastern Cutlery Works, 20 Strand Road, Calcutta-1.	Pruning Knives, Hooked and Curved.	IS: 619-1961 Specification for Pruning Knives, Hooked and Curved ( <i>Revised</i> ).
22	CM/L-238 28-10-1960	28-1-64	27-1-65	M/s. Research Chemical Laboratories, 550, VIII Main Road, Malleswaram, Bangalore-12.	Ferro-Gallo Tannate Fountain Pen Ink (0.1 Percent Iron Content).	IS: 220-1959 Specification for Ferro-Gallo Tannate Fountain Pen Ink (0.1 Percent Iron Content) ( <i>Revised</i> ).

23	CM/L-239 28-10-1960	28-1-64	27-1-65	M/s. Research Chemical Laboratories, 550, VIII Main Road, Malleswaram, Bangalore-12.	Dye-Based, Fountain Pen Inks, Blue, Green, Red and Violet.	IS: 1221-1957 Specification for Dye Based Fountain Pen Inks (Blue, Green, Violet, Black and Red).
24	CM/L-256 29-12-1960	15-1-64	14-1-65	M/s. Tata-Fison Ltd., Palluruthy, Cochin.	Copper Oxychloride Dusting Powders	IS: 1506-1959 Specification for Copper Oxychloride Dusting Powders.
25	CM/L-257 29-12-1960	15-1-64	14-1-65	M/s. Tata-Fison Ltd., Palluruthy, Cochin.	Copper Oxychloride Water Dispersible Powder Concentrates	IS: 1507-1959 Specification for Copper Oxychloride Water Dispersible Powder Concentrates.
26	CM/L-259 13-1-1961	15-1-64	14-1-65	M/s. G.M.C. Himco Industries Limited, Kamlanagar, Sabzmandi, Delhi-6.	18-Litre Square Tins	IS: 916-1958 Specification for 18-Litre Square Tins
27	CM/L-267 30-1-1961	1-2-64	31-1-65	M/s. Devidayal (Sales) Private Limited, Gupta Mills, Estate, Reay Road, Darukhana, Bombay.	BHC Dusting Powders	IS: 561-1962 Specification for BHC Dusting Powders (Second Revision)
28	CM/L-269 30-1-1961	1-2-64	31-1-65	M/s. Flintrock Products Private Ltd., Belvedere Road, Mazgaon, Bombay-10.	DDT Water Dispersible Power Concentrates.	IS: 565-1961 Specification for DDT Water Dispersible Powder Concentrates (Revised).
29	CM/L-374 11-1-1962	1-2-64	31-1-65	M/s. Abrol Engineering Co., Circular Road, Kapurthala (Punjab).	Metal Clad Switches, (Capacity 15, 30 & 60 amps. 250 and 500 Volts).	IS: 1567-1960 Specification for Metal Clad Switches (Current Rating not Exceeding 100 Amperes).
30	CM/L-375 12-1-1962	15-1-64	14-1-65	M/s. Balgopaladas Iron & Steel Co. Private Ltd., 5 Gopal Doctor Road, Kidderpore, Calcutta-23.	18-Litre Square Tins	IS: 916-1958 Specification for 18-Litre Square Tins.
31	CM/L-376 16-1-1962	1-2-64	31-1-65	M/s. Surma Valley Saw Mills (P) Ltd., P.O. Bhangabazar, Assam.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea-Chests (Revised)
32	CM/L-418 30-5-1962	1-2-64	31-1-65	M/s. Shiva Industries Pvt. Ltd., 15, Dum Dum Road, Calcutta-30.	Naphthalene	IS: 539-1955 Specification for Naphthalene
33	CM/L-478 29-11-1962	9-1-64	3-1-65	M/s. Shalimar Tar Products (1935) Limited, P-46, Hide Road Extension, Kidderpore, Calcutta-23 having their Office at 6 Lyons Range, Calcutta-1.	Hot Applied Sealing Compounds for Joints in Concrete.	IS: 1834-1961 Specification for Hot Applied Sealing Compounds for Joints in Concrete.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
34	CM/L-479 29-11-1962	9-1-64	8-1-65	M/s. Shalimar Tar Products (1935) Limited, P-46, Hide Road Extension, Kidderpore, Calcutta-23 having their Office at 6 Lyons Range, Calcutta-1.	Preformed Fillers for Expansion Joint in Concrete Non-Extruding and Resilient Type (Bitumen-Impregnated Fibre)	IS:1838-1961 Specification for Preformed Fillers for Expansion Joint in Concrete Non-Extruding and Resilient Type (Bitumen-Impregnated Fibre).
35	CM/L-484 20-12-1962	1-1-64	31-12-64	M/s. Vijaya Foundry, T.S. No. 10/1075/3 Puliakulam Road, Pappanaick enpalayam, Coimbatore.	Horizontal Centrifugal Pumps for Clear, Cold, Fresh Water, Size 25mm x 25 mm 100 mm x 100 mm.	IS:1520-1960 Specification for Horizontal Centrifugal Pump for Clear, Cold, Fresh Water.
36	CM/L-487 26-12-1962	15-1-64	14-1-65	M/s. Sulekha Works Limited, Sulekha Park, Jadavpur, Calcutta-32.	Ink, Drawing, Waterproof, Black.	IS:789-1955 Specification for Ink, Drawing, Waterproof, Black.
37	CM/L-489 26-12-1962	15-1-64	14-1-65	M/s. Bhangar Bros., & Co., Pvt. Ltd., 142/48 Ghodbunder Road, Jogeshwari, Bombay-60 having their Regd., Office at Anand House, 158 Kalbadevi Road, Bombay-2.	Three-Phase Induction Motors Up to 2 HP only.]	IS:325-1961 Specification for Three Phase Induction Motors (Second Revision).
38	CM/L-490 26-12-1962 ]	15-1-64	14-1-65	M/s. Bhangar Bros. & Co. Pvt. Ltd., 142 48 Ghodbunder Road, Jogeshwari, Bombay-60 having their Regd., Office at Anand House, 158 Kalbadevi Road, Bombay-2.	Fractional Horse Power Electric Motors. ]	IS:956-1959 Specification for Small AC and Universal Electric Motors with Class 'A' Insulation.
39	CM/L-491 26-12-1962	15-1-64	14-1-65	M/s. Ganapathy Engineering Manufacturers Pvt. Limited., Ganapathy, Coimbatore-6.	Metal Clad Switches, 15 & 30 Amperes of 250 and 5000 Volts Grade and 100 amperes of 500 Volts Grade.	IS:1567-1960 Specification for Metal Clad Switches (Current Rating not Exceeding 100 amperes).
40	CM/L-493 26-12-1962	15-1-64	14-1-65	M/s. Shambhu Nath and Sons Limited, G.T. Road, Amritsar.	Ammonium Chloride, Pure .	IS:1113-1957 Specification for Ammonium Chloride, Pure.
41	CM/L-494 31-12-1962	15-1-64	14-1-65	M/s. C.M.C. (India), Survey No. 529, Near Electricity Sub-station, Odhav Road, Ahmedabad-10.	Ultramarine Blue for Paints .	IS:55-1950 Specification for Ultramarine Blue for Paints.
42	CM/L-495 31-12-1962 ]	15-1-64	14-1-65	M/s. Feroke Tile Works, Feroke (Kerala State).	Salt-Glazed Stoneware Pipes and Fittings of Diameter 100 mm., 150 mm. and 300 mm.	IS:651-1962 Specification for Salt-Glazed Stoneware Pipes and Fittings (Revised).

43	CM/L-496 9-1-1963	15-1-64	14-1-65	M/s. Sarvjit Electric Works, Rurka Road, Goraya, N. Rly., Distt. Jullundur (Punjab).	Metal Clad Switches, 15 & 30 amperes of 250 and 500 Volts Grade and 60 amperes of 500 Volts Grade.	IS:1567-1960 Specification for Metal Clad Switches (Current Rating not Exceeding 100 amperes).
44	CM/L-499 14-1-1963	1-2-64	31-1-65	M/s. Kolay Biscuits Co. (Pri- vate) Ltd., 100-A, Charak- danga Road, Beliaghata, Calcutta-10.	Biscuits (Excluding Wafer biscuits) of the following varieties: Thin Arrowroot, College, Orange Cream, Fairy Cream, Chocolate Cream, Sports, Champa, Cream Cracker, Zoological, Le- mon Puff, Tasta, Glucose, Nice, Toys, Delta, Mari, Baby Cream, Salt Grac- ker and Salty.	IS:1011-1957 Specification for Biscuits (Excluding Wafer Biscuits).
45	CM L-500 14-1-1963	1-2-64	31-1-65	The Aluminium Industries Ltd., No. 1 Ceramic Factory Road, Kundara.	PVC Cables only with Alumi- nium Conductors (250 and 650 Volts Grade).	IS:694-1960 Specification for PVC Cables and Cords for Electric Power and Lighting for Working Voltages Up to and Including 650 Volts to Earth (Tentative).
46	CM/L-501 23-1-1963	1-2-64	31-1-65	M/s. Tata-Fison Ltd. 20, Howrah Road, Salkia, Cal- cutta.	Endrin Emulsifiable Concen- trates.	IS:1310-1958 Specification for Endrin Emulsifiable Con- centrates.

[No. MD/33 : 16/A.]

at Delhi, the 12th February, 1964.

S.O. 610.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies that the licence No. CM/L-80, particulars of which are given in the Schedule hereto annexed, has been suspended for a period of two months with effect from 1 February 1964.

THE SCHEDULE

Serial No.]	Licence No. and Date	Name and Address of the licensee	Article/Process covered by the licence	Relevant Indian Standard
1	2	3	4	5
1	CM/L-80 24-4-1958	Messrs Das and Company, 32, Chaulpatty Road, Calcutta-10.	Tea-Chest Plywood Panels]	IS:10-1953 Specification for Plywood Tea-chests (Revised).

[No. MD/12:192]

New Delhi, the 13th February 1964

S.O. 611.—In licence No. CM/L-561, dated 11th July, 1963, held by M/s. Lloyd Bitumen Products, Baranagore, the details of which are published under S.O. 2372, in the Gazette of India, Part II Sub-section 3(ii), dated 24th August, 1963, an additional variety, namely, Bitumen Felts for Water-proofing and Damp-proofing, Type 3, Grade 2, has been included.

[No. MD/12:1101.]

S. K. SEN,

Head of the Certification Marks Department.

## MINISTRY OF FOOD & AGRICULTURE

(Department of Agriculture)

New Delhi, the 7th February 1964

S.O. 612.—In pursuance of sub-section (1) of section 4, read with clause (d) of sub-section (1) of section 5, of the Prevention of Cruelty to Animals Act, 1960 (59 of 1960), the Central Government hereby nominates Dr. K. M. Lal, Deputy Director General of Health Services (Small Pox), New Delhi, as a member of the Animal Welfare Board, in place of Colonel B. L. Teneja, resigned, and directs that the following further amendment shall be made in the notification of the Government of India Ministry of Food & Agriculture (Department of Agriculture) No. S.O. 921 dated the 20th March, 1962, namely:—

In the said notification—

in item 4, for the entry in the first column, the following entry shall be substituted namely:—

"Dr. K. M. Lal, Deputy Director General of Health Services (Small pox), New Delhi."

[No. 19-7/63-LD.]

R. R. GUPTA, Under Secy.

## MINISTRY OF HEALTH

New Delhi, the 11th February 1964

S.O. 613.—It is hereby notified that the authorities specified in column 1 of the Schedule below have, in pursuance of the powers conferred by clause (e) of sub-section (2) of section 3 of the Prevention of Food Adulteration Act, 1954 (37 of 1954), nominated the persons specified in the corresponding entry in column 2 of the said Schedule, as members of the Central Committee for Food Standards, in the vacancy caused by the resignation of the persons specified in the corresponding entry in column 3 of that Schedule.

### THE SCHEDULE

Name of Authority	Name of person nominated	Name of
1	2	
Government of Bihar	Dr. C. S. Prasad, Public Analyst Government of Bihar.	r. S. C. Ray, Director, Public Health Institute, Patna.
Government of Andhra Pradesh	Shri M. Krishna Murthy, Government Analyst, Institute of Preventive Medicine, Hyderabad.	Dr. Ghulam Ahmed, Director of Public Health, Andhra Pradesh, Hyderabad.

[No. F. 14-54/61-PH(L&B).]

AMAR NATH VARMA, Under Secy.

New Delhi, the 13th February 1964

S.O. 614.—Whereas Dr. S. L. Mangl, Professor of Dentistry in the College of Dentistry, M.G.M. Medical College, Indore, has been re-nominated under clause (e) of section 3 of the Dentists Act, 1948 (16 of 1948), by the Government of Madhya Pradesh to represent that State on the Dental Council of India:

Now, therefore, in pursuance of the provisions of section 3 of the said Act, the Central Government hereby appoints Dr. S. L. Mangl, as a member of the Dental Council of India, constituted by it in pursuance of the said section, for a further period of five years with effect from the 16th December, 1963, or until his successor is nominated, whichever is longer.

[No. F.3-2/62-MPT.]

B. B. L. BHARADWAJ, Under Secy.

## MINISTRY OF TRANSPORT

*New Delhi, the 14th February 1964*

**S.O. 615.**—In exercise of the powers conferred by Section 4 of the Air Corporations Act, 1953 (27 of 1953), the Central Government hereby appoints, with immediate effect, Shri V. T. Dehejia, Secretary, Ministry of Finance, Department of Expenditure, as a Member of the Air India Corporation *vice* Shri S. S. Shiralkar, resigned.

[No. 3-AC(2)/64.]

**S.O. 616.**—In exercise of the powers conferred by Section 4 of the Air Corporations Act, 1953 (27 of 1953), the Central Government hereby appoints, with immediate effect, Shri V. T. Dehejia, Secretary, Ministry of Finance, Department of Expenditure, as a member of the Indian Airlines Corporation *vice* Shri S. S. Shiralkar, resigned.

[No. 3-AC(2)/64.]

G. VENKATESWARA AYYAR, Secy.

### (Transport Wing)

*New Delhi, the 7th February 1964*

**S.O. 617.**—In exercise of the powers conferred by Clause (1) of Article 299 of the Constitution, the President hereby directs that the undermentioned Instruments may be executed on his behalf by the Principal Officer, Mercantile Marine Department, Madras, namely :—

“(1) Lease deed in respect of the plot of land in the Willingdon Island for the construction of office and residential accommodation for the Mercantile Marine Department, Cochin; and

“(2) Lease deed in respect of the land for the construction of office and residential accommodation for the Mercantile Marine Department, Visakhapatnam.”

[No. F.12-M.A(5)/60.]

D. S. NIM, Dy. Secy.

### (Transport Wing)

*New Delhi, the 12th February 1964*

**S.O. 618.**—In exercise of the powers conferred by section 18 of the Indian Lighthouse Act, 1927 (17 of 1927), the Central Government hereby exempts the tanker “NAESS SOVEREIGN”, from so much of the light-dues payable under the said Act in respect of its visit to Bombay on the 21st February, 1963, for changing crew and taking stores, as is in excess of 25 naye paise per ton.

[No. 14-ML(32)/63.]

J. V. DASS, Under Secy

### (Transport Wing)

*New Delhi, the 14th February 1964*

**S.O. 619.**—In exercise of the powers conferred by Section 4 of the Air Corporations Act, 1953 (27 of 1953), the Central Government hereby appoints, with immediate effect, Shri J. S. Parakh, General Manager, Indian Airlines, as a Member of the Air-India Corporation *vice* Shri S. Mullick, resigned.

[No. 3-AC(12)/63.]

K. GOPALAKRISHNAN, Dy. Secy.

## DEPARTMENT OF POSTS AND TELEGRAPHS

### (P. & T. Board)

*New Delhi, the 11th February 1964*

**S.O. 620.**—In pursuance of para. (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st April 1964 as the date on which the Measured Rate System will be introduced in Chheharta Telephone Exchange.

[No. 31-8/64-PHB.]

S. RAMA IYER, Asstt. Director General (PHB).



## MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 5th February 1964

**S.O. 621.**—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals, S.O. No. 3586, dated 20th December, 1963 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas, the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

## SCHEDULE

State—Gujarat		District—Broach		Taluka—Amod		
Village		Survey No.	Acre	Guntha	Sq. Yds.	
Karena	.	73	0	1	79	
"	.	72/1	0	15	6	
"	.	69/2	0	7	57	
"	.	69/3	0	10	112	
"	.	68/1	0	12	88	
"	.	68/2	0	4	94	
"	.	68/3	0	7	93	
"	.	60/1	0	19	11	
"	.	60/2-1	0	1	66	
"	.	60/3	0	1	79	
"	.	60/2-2	0	5	20	
"	.	62	0	10	73	
"	.	54/1	0	27	54	
"	.	54/3	0	19	11	
"	.	55/1	0	2	46	
"	.	53/1	0	24	5	
"	.	53/2	0	21	18	
"	.	52/2	0	7	8	
"	.	52/1	0	21	57	
"	.	Road on village Boundary	0	4	37	
"	.	Road between 62 & 54/1	0	2	15	

New Delhi, the 10th February 1964

**S.O. 622.**—Whereas by a notification of the Government of India in the Ministry of Mines and Fuel, S.O. No. 2563, dated the 30th August 1964 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas, the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Indian Refineries Limited free from all encumbrances.

## SCHEDULE

State—West Bengal

Distt.—Burdwan

Tehsil/Thana—Jamalpur

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Jougram, J.L. 114	4	·19	Jougram, J.L. 114—contd.	1069	·08
	5	·19		1070	·10
	6	·13		1071	·07
	7	·005		1072	·11
	10	·14		1074	·07
	12	·15		1075	·01
	13	·10		1076	·06
	16	·03		1109	·01
	164	·005		1110	·05
	166	·005		1197	·05
	169	·15		1202	·11
	170	·09		1203	·10
	173	·23		1204	·01
	174	·08		1211	·20
	184	·23		1215	·02
	185	·08		1216	·10
	186	·005		1217	·03
	189	·03		1222	·01
	190	·07		1223	·19
	192	·02		1224	·02
	195	·15		1225	·005
	221	·09		1229	·07
	222	·10		1230	·09
	223	·11		1231	·11
	229	·02		1232	·04
	230	·06		1236	·11
	231	·11		1237	·005
	232	·06		1241	·005
	234	·06		1242	·21
	235	·17		1243	·21
	239	·25		1244	·02
	240	·02		1245	·03
	397	·13		1246	·05
	882	·02		1249	·005
	1066	·23		1250	·05
	1067	·10		1251	·09
	1068	·07		1252	·10

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Jougram, J.L. 114— <i>contd.</i>	1253	·01	Jougram, J.L. 114— <i>contd.</i>	6258	·08
	1257	·005		6405	·23
	1282	·005		6406	·24
	1283	·11		6407	·09
	2221	·005		6408	·01
	5751	·53		6409	·06
	5784	·13		6410	·13
	5785	·18		6577	·01
	5788	·12		6581	·01
	5789	·25		6582	·15
	5795	·24		6583	·18
	5796	·01			
	5806	·06	Ajhar ur, J.L. 20	424	·01
	5867	·03		425	·24
	5868	·03		428	·05
	5869	·04		437	·005
	5870	·05		439	·005
	5874	·09		440	·02
	5875	·07		441	·14
	5876	·11		442	·13
	5877	·18		443	·01
	5905	·11		444	·04
	5908	·04		445	·06
	5909	·08		446	·11
	5910	·08		447	·11
	5911	·04		448	·01
	6003	·05		543	·15
	6006	·03		555	·23
	6007	·05		556	·02
	6008	·09		558	·15
	6009	·10		560	·10
	6010	·02		561	·11
	6015	·04		563	·07
	6016	·07		565	·02
	6017	·08		566	·11
	6019	·16		567	·11
	6020	·07		568	·05
	6021	·05		569	·07
	6100	·11		633	·06
	6101	·02		634	·07
	6102	·005		682	·01
	6104	·06		683	·19
	6105	·03		684	·02
	6106	·02		686	·14
	6152	·13		687	·05
	6186	·06		689	·01
	6187	·11		690	·02
	6188	·15		691	·10
	6189	·21		692	·02
	6191	·07		694	·09
	6192	·06		695	·12
	6193	·10		696	·01
	6194	·05		698	·14
	6195	·08		703	·05
	6196	·11		704	·22
	6197	·02		710	·08
	6199	·06		840	·11
	6248	·15		1379	·45
	6249	·07		2803	·005
	6250	·02		2804	·07
	6252	·14		2805	·11
	6253	·02		2807	·13
	6254	·05		2808	·10
	6256	·02		2810	·10
	6257	·10		2814	·11

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Ajhapur, J.L. 20— <i>contd.</i>	2815	·15	Ajhapur J.L. 20— <i>contd.</i>	5286	·04
	2816	·07		5287	·05
	2817	·01		5288	·17
	2834	·09		5289	·06
	2835	·10		6472	·07
	2836	·05	Nabagram, J.L. 16	918	·11
	2837	·07		919	·11
	2840	·05		920	·27
	2841	·08		925	·06
	2843	·03		926	·19
	2844	·07		928	·02
	2868	·01		933	·15
	2869	·21		934	·21
	2871	·005		935	·11
	2872	·17		936	·10
	2873	·05		1545	·14
	2893	·11		1547	·16
	2897	·04		1548	·05
	2898	·10		1549	·33
	2899	·10		1550	·005
	2900	·08		1554	·16
	2901	·13		1648	·01
	2902	·12		1652	·06
	2903	·07		1653	·15
	2912	·07		1654	·04
	2913	·07		1698	·07
	2914	·26		1700	·15
	2926	·06		1701	·14
	2929	·17		1702	·01
	4660	·14		1703	·18
	4662	·01		1705	·20
	4663	·12		1709	·05
	4709	·005	Dattapur, J.L. 23	406	·09
	4713	·03		407	·17
	4714	·03		408	·16
	4715	·09		432	·17
	4716	·09		433	·02
	4718	·05		434	·44
	4719	·22		441	·01
	4720	·14		442	·13
	4721	·02		443	·005
	4728	·02		455	·005
	4743	·08		781	·13
	4744	·06		793	·12
	4746	·11		794	·07
	4747	·08		795	·10
	4748	·03		796	·02
	4749	·21		797	·02
	4750	·27		799	·02
	4751	·12		802	·04
	4754	·005		803	·03
	5245	·08		804	·10
	5247	·40		830	·04
	5261	·05		831	·05
	5265	·05		832	·10
	5266	·14		833	·12
	5267	·05		851	·11
	5268	·08		852	·01
	5269	·16		853	·04
	5270	·11		855	·12
	5279	·02		879	·04
	5282	·02		880	·12
	5283	·05		881	·04
	5284	·03			
	5285	·02			

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Dattapur, J.L. 23— <i>contd.</i>	882	·10	Abujhati, J.L. 111— <i>contd.</i>	2359	·27
	883	·10		2360	·03
	884	·12		2361	·04
	887	·10		2363	·16
	888	·12		2364	·12
	889	·13		2376	·05
	890	·07		2377	·17
	912	·42		2378	·01
Siramani, J.L. 110	83	·02		2379	·04
	84	·11		2380	·11
	95	·08		2382	·14
	96	·14		2383	·005
	97	·09		2396	·005
	98	·11		2397	·12
	112	·17		2398	·17
	114	·09		2399	·05
	115	·02		2401	·15
	116	·12		2402	·005
	118	·11		2403	·16
	119	·09		2404	·10
	120	·03		2410	·23
	121	·17		2411	·17
	145	·02		2417	·10
	147	·20		2418	·01
	148	·03		2473	·02
	149	·17		2474	·04
	150	·06		2475	·05
	153	·005		2476	·03
	164	·05	Jajonpur, J.L. 115	296	·01
	165	·03		298	·05
	166	·04		299	·10
	167	·05		305	·12
	168	·01		306	·07
Abujhati, J.L. 111	1318	·31		307	·02
	1328	·07		308	·02
	1329	·11		309	·13
	1330	·10		310	·10
	1331	·02		311	·03
	1335	·17	Purbasadipur, J.L. 21	17	·04
	1336	·01		22	·05
	1361	·04		142	·29
	1362	·07		143	·04
	1363	·08		147	·16
	1364	·04		148	·10
	1370	·005		149	·03
	1371	·10		151	·05
	1373	·10		152	·11
	1379	·16		153	·13
	1381	·13		154	·06
	1382	·08		155	·09
	1384	·07		226	·14
	1393	·18		227	·11
	1394	·17		228	·02
	1395	·14		233	·01
	1396	·25		235	·16
	1622	·19		236	·13
	1623	·01		237	·05
	1624	·24		238	·11
	1625	·06		239	·05
	1633	·09		241	·06
	1705	·07		242	·05
	1707	·12		298	·03
	2352	·13		299	·21
	2354	·01		301	·10

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Purbasadipur, J.L. 21— <i>contd.</i>	321	·07	Panch Simul, J.L. 107	162	·02
	323	·07	— <i>contd.</i>	170	·03
	324	·07		171	·25
	325	·04		173	·23
	326	·09		175	·05
	327	·04		176	·06
	341	·01		179	·19
	364	·07		181	·04
	365	·14		187	·01
	366	·03		957	·13
	367	·14		1270	·04
	368	·01			
	369	·04	Amra, J. L. 112	15	·005
	370	·005		16	·10
	371	·09		18	·02
	793	·09		19	·05
	794	·04		20	·03
	795	·16		21	·07
	796	·02		22	·06
	797	·06		27	·005
	798	·15		28	·10
	804	·01		29	·08
	805	·16		30	·04
	806	·05		31	·005
	807	·07		32	·12
	810	·03		33	·07
	811	·12		44	·02
	816	·005		46	·12
	817	·05		47	·08
	870	·09		50	·03
				99	·13
atal, J.L. 106	1176	·10		100	·29
	1177	·12		102	·02
	1180	·08		103	·03
	1181	·09		104	·18
	1182	·09		105	·01
	1184	·20		129	·03
	1185	·11		130	·01
				131	·03
				132	·07
Panch Simul, J.L. 107	17	·09		133	·12
	20	·12		135	·13
	21	·06		138	·11
	23	·08		140	·04
	24	·11		141	·02
	25	·005		142	·07
	26	·03		144	·21
	28	·12		150	·09
	29	·03		151	·09
	32	·10		160	·29
	59	·02		316	·08
	60	·13		317	·19
	61	·13		318	·01
	63	·01		320	·05
	64	·11		321	·06
	65	·005		322	·10
	66	·06		323	·04
	67	·14		330	·07
	68	·09		332	·11
	101	·11		333	·09
	102	·13		335	·02
	125	·005		336	·03
	126	·20		337	·03
	131	·03		803	·14
	160	·05		804	·13
	161	·35		805	·04

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Amra, J.L. 112—Contd.			Amra, J.L. 112—Contd.		
	806	·02		1690	·08
	807	·01		1691	·09
	808	·15		1692	·11
	809	·14		1693	·15
	811	·19		1694	·11
	812	·25		1706	·25
	813	·21		1707	·01
	861	·23		1710	·11
	862	·04		1711	·03
	863	·005		1751	·13
	864	·10		1752	·09
	866	·10		1753	·10
	1649	·01		1755	·01
	1650	·09		1756	·11
	1651	·005		1757	·02
	1652	·11		1758	·03
	1653	·11		1759	·02
	1660	·15		1761	·04
	1663	·01		1762	·11
	1686	·01		1763	·01
	1689	·09		1770	·03

[No. 31(33)/63-ONG.]

New Delhi, the 12th February 1964

**S.O. 623.**—Whereas by a notification of the Government of India in the Ministry of Petroleum & Chemicals S.O. No. 3587 dated 20th December, 1963 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

#### SCHEDULE

State—Gujarat

District—Baroda

Taluka—Karajan

Village	Survey No.	Acre	Guntha	Sq. Yds.
Valan	80	0	25	8
"	86	0	17	4
"	87	0	17	74
"	88	0	14	60
"	89	0	1	39
"	136	0	26	27

Village	Survey No.	Acre	Guntha	Sq. Yds.
Valan--Contd.	131	0	27	93
"	133	0	22	45
"	119	0	20	85
"	118	0	23	72
"	233	0	22	68
"	254	0	20	69
"	255	0	5	54
"	278/1-2	0	14	110
"	277/1-2	1	7	22
"	336	0	25	86
"	335	0	18	78
"	373	0	18	78
"	374	0	5	16
"	383	0	5	16
"	375	0	6	21
"	376	0	5	42
"	Road	0	4	68
"	377	0	7	86
"	420/1	0	6	83
"	420/2	0	7	1
"	420/3	0	13	99
"	444/4	0	7	35
"	445	0	8	82
"	446 paiki	0	12	104
"	446 paiki	0	10	98
"	457	0	18	67
"	456	0	21	26
"	452	0	25	23
"	451	0	15	52
"	492	0	15	114
"	493	0	19	65
"	702	0	3	73
"	701	0	37	42
"	696	0	11	54
"	V. Road	0	3	104
"	V. Road	0	13	85
"	735/1	0	5	17
"	697	0	3	64
"	695	0	36	0
"	693	0	1	83
"	692	0	20	67
"	691	1	5	30
"	677	1	4	65
"	676	0	28	18
"	761	0	4	14
"	675	0	11	78
"	674	0	7	24
"	765	0	7	24
"	766	0	22	76
"	769	0	12	41
"	770	0	11	116
"	771 paiki	0	7	55
"	771 paiki	0	11	92
"	772	0	5	56
"	778	0	17	4
"	793	0	3	19
"	781/1/B	0	12	88
"	781/1/A	0	18	101
"	781/2	0	3	10
"	V. Road	0	9	39
Makan	198/2	0	34	85
"	198/1	0	0	96
"	197	0	11	69
"	196	0	16	110
"	228	0	0	70
"	236	0	11	53



Village	Survey No.	Acre	Guntha	Sq. Yds.
Makan—Contd.	235	0	8	25
"	234	0	13	76
"	227	1	1	17
"	281	0	0	62
"	282/1	0	20	33
"	290/1	0	5	5
"	289/1	0	4	67
"	289/2	0	1	50
"	287/1/A	0	1	40
"	287/1/2	0	0	118
"	357/2	0	10	35
"	358/2	0	4	14
"	359/3	0	4	76
"	361	0	8	82
"	287/4	0	4	14
"	363/3	0	1	112
"	363/2	0	1	112
"	362/2/1	0	3	25
"	364	0	8	59
"	407	0	16	89
"	404	0	8	97
"	403/1	0	6	36
"	405			
"	400	0	22	76
"	386	0	11	92
"	384/2	0	16	47
"	387	0	8	51
"	Village Road Between 197 & 198	0	19	3
"	Village Road Between 196 & 227	0	5	106
"	Village Road between 237 & 281	0	2	7
"	Village Road between 287 & 289	0	1	66
"	Village Road between 282/1 and 290/1.	0	7	7
"	Village Road between 287 & 357	0	1	35
"	Kabrastan	0	16	89
Miyagam	1120	0	19	112
"	1121	0	31	13
"	1122	0	30	64
"	1123	0	28	45
"	Panchayat Road	0	5	89
"	1152	0	4	92
"	1153	0	0	76
"	1151	0	28	64
"	1156	0	18	46
"	1157	0	20	53
"	1158	0	11	22
"	1159	0	32	87
"	1163	0	3	104
"	1162	0	25	71
"	1166	0	16	106
"	1167	0	12	49
"	1222	0	25	78
"	1235	0	14	87
"	1234	0	28	50
"	1233	0	30	99
"	1232	0	16	75
"	1229	0	24	110
"	Panchayat Road	0	4	99
"	1325	0	21	111
"	1324	0	14	75
"	1322	0	17	105
"	1333	0	23	17
"	1385	0	21	96
"	1386	0	21	72
"	1387	0	28	3

Village	Survey No.	Acre	Guntha	Sq. Yds.
Miyagam—Contd.	Kacha Road	0	3	111
"	53/1	0	22	84
"	53/2	0	32	9
"	54	0	37	19
"	60	0	27	0
"	148	0	4	76
"	151	0	33	0
"	155	0	6	114
"	178	0	23	33
"	179	0	33	118
"	180/1	0	12	88
"	180/2	0	22	107
"	174	0	27	77
"	173	0	14	43
"	164/1	0	28	104
"	168	0	0	8
"	164/2	0	31	86
"	167	0	27	24
"	166	0	24	107
"	166/1	1	11	24
Dhamanja	301/1	0	5	5
"	V. Road	0	10	92
"	310	0	11	36
"	311/1	0	17	70
"	316	0	17	90
"	317	0	12	111
"	327	0	19	5
"	328	0	4	15
"	326	0	28	45
"	323	0	20	22
"	V. Road	0	5	41
"	15	0	19	8
"	16	0	1	48
"	26	0	23	110
"	27/2	0	10	0
"	28/1	0	16	114
"	1	0	2	34
"	23	5	18	0
"	21/2	0	2	34
"	21/1	0	0	47
Khandha	36	0	20	111
"	37	0	0	5
"	39	0	12	84
"	35	0	2	50
"	41	0	38	53
"	43	0	9	23
"	44	0	10	27
"	45	0	16	47
"	46	0	0	11
"	47	0	18	12
"	Village Road	0	1	81
"	60	0	16	110
"	59	0	10	88
"	67	0	9	55
"	68	0	16	32
"	69	0	4	81
"	70	0	15	103
"	86	0	2	46
"	83	1	17	3
"	84	0	10	46
"	Village Road	0	5	100
"	114	0	4	55
"	116	1	7	100
"	184	0	17	114
"	Village Road	0	2	115

Village	Survey No.	Acre	Guntha	Sq. Yds.
Khandha— <i>Contd.</i>	183 . . . . .	0	34	39
"	170 . . . . .	0	6	87
"	171+172 . . . . .	0	17	16
"	173/2 . . . . .	0	4	84
"	173/1 . . . . .	0	13	59
"	163 . . . . .	0	2	3
"	162/2 . . . . .	1	18	11
"	Village Road . . . . .	0	4	6
"	139 . . . . .	0	10	90
"	140 . . . . .	0	3	83
"	141 . . . . .	0	34	94
"	143+144 . . . . .	1	4	82
"	Village Road . . . . .	0	2	61
"	235+(236+238+241+242) . . . . .	1	36	21
"	Village Road . . . . .	0	1	73
"	328 . . . . .	1	21	10
"	327 . . . . .	0	22	98
"	322 . . . . .	0	7	110
"	326 . . . . .	0	8	34
"	Kacha Road . . . . .	0	0	40
"	324 . . . . .	0	8	66
"	323 . . . . .	0	13	53
"	318 . . . . .	0	11	7
"	317 . . . . .	0	14	95
"	316 . . . . .	0	12	26
"	311 . . . . .	0	14	25
"	309 . . . . .	0	5	29
"	307 . . . . .	0	20	69
"	308 . . . . .	0	24	40
Karmadi	105/1 . . . . .	0	23	110
"	105/2 . . . . .	0	1	113
"	102/1/4 . . . . .	0	7	40
"	102/1/6 . . . . .	0	6	52
"	102/1/7 . . . . .	0	25	113
"	102/2/3 . . . . .	0	1	109

[No. 31(38)/63-ONG.]

New Delhi, the 13th February 1964

**S.O. 624.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from drill sites to collecting stations within the Ankleshwar Oil Field in Gujarat State, pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipelines it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of pipelines under the land to the competent authority at Elampeco Building, 4th Floor, Sayaji Ganj, Baroda in the office of the Gujarat Pipeline Project, Oil and Natural Gas Commission. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

## SCHEDULE

State—Gujarat

District—Broach

Taluka—Ankleshwar

Village	Survey No.	Acre	Guntha Sq. Yds.
Sarthan	5/1	0	1
"	5/2	—	—
"	52	0	1
"	81	0	4
"	82	0	3
"	83	0	4½
"	84	0	3½
"	88	0	3½
"	110	0	2½
"	111	0	1
"	112	0	1
"	113/2	0	4
"	115/1	0	4
"	115/2	0	3
"	117	0	2-1/3
"	118/2	0	1
"	120	0	6
"	121	0	2½
"	122	0	5½
"	124	0	12
"	125	0	21
"	126	0	4½
"	127	0	8
"	128	0	1½
"	129/1	0	5½
"	129/2	0	2½
"	130	0	1½
"	131/1	0	2½
"	131/3	0	5½
"	131/4	0	1½
"	132	0	3
"	132/1	0	1½
"	133	0	6½
"	134	0	11½
"	135	0	29½
"	136/2	0	6
"	137	0	8
"	138 palki	0	2
"	138 "	0	4
"	138 "	0	6½
"	139	0	2½
"	140/1	0	2
"	141/1	0	1½
"	141/2	0	1
"	155/1	0	3½
"	155/2	0	1½
"	156	0	9
"	157	0	4½
"	158/2	0	4½
"	161	0	1
"	162/1	0	2
"	162/2	0	6
"	163	0	7
"	164/2	0	4
"	165/1	0	1½
"	165/2	0	3
"	167/1	0	4
"	167/2	0	8
"	168	0	2½
"	171/A	0	9
"	171/B		
"	171/E		

Village	Survey No.	Acre	Guntha	Sq. Yds.
Sarthan— <i>contd.</i>	320/B	0	11	
"	320/2	0	11	
"	321	0	21	
"	322	0	21	
Telwa	28	0	81	

[No. 31/67/63-ONG.]

**S.O. 625.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State to the Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Refineries Limited and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority—Special Land Acquisition Officer, C/o Indian Refineries Limited, P.O. Hathidah, District Patna. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

## SCHEDULE.

State—Bihar			District—Monghyr			Thana—Tehgra		
Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre			
Nurpur No. 537 -	77	0·002	Nurpur No 537— <i>contd.</i>	144	0·01			
	76	0·08		145	0·01			
	75	0·06		148	0·055			
	72	0·235		149	0·05			
	71	0·01		150	0·03			
	70	0·08		151	0·005			
	67	0·135		153	0·165			
	59	0·01						
	68	0·04		172	0·015			
	58	0·165		202	0·03			
	57	0·06		202	0·09			
	110	0·002						
	121	0·105		909				
	122	0·01		173	0·02			
	123	0·02		203	0·003			
	124	0·155		179	0·06			
	132	0·02		178A	0·20			
	125	0·015		182	0·06			
	126	0·01						
	130	0·155	Bihat No. 504	1777	0·07			
	131	0·01		1779	0·17			
	136	0·06		1780B	0·125			
	139	0·075		1771	0·15			
	138	0·05		1768	0·005			
	128	0·006		1769	0·04			
	147	0·03		1770	0·09			
	146	0·05		1796	0·07			

Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre
Bihat No. 504— <i>contd.</i>	1802	0·01	Bihat No. 504— <i>contd.</i>	2506	0·11
	1801	0·11		2505	0·03
	1808	0·14		2604	0·08
	1806	0·005		2605A	0·015
	1807	0·03		2609	0·07
	2422	0·17		2611	0·02
	2423	0·01		2610	0·04
	2421	0·05		2615	0·005
	2420	0·01		2622	0·04
	2419	0·24		2627	0·035
	2427	0·03		2626	0·30
	2428	0·12		2624	0·04
	2408	0·24		2625A	0·035
	2429A	0·05		2625B	0·015
	2429B	0·08		2636	0·13
	2407	0·30		2635	0·01
	2442	0·04		2637	0·05
	2475	0·21		2639A	0·065
	2474A	0·08		2639B	0·205
	2474B	0·08		7278	0·03
	2473	0·01		7277	0·19
	2481	0·14		7280A	0·045
	2482	0·15		7280C	0·16
	2488	0·003		7274	0·004
	2487A	0·085		7273A	0·19
	2487B	0·085		7270	0·02
	2486	0·10		7269	0·10
	2520	0·41		7262	0·05
	2494	0·16		7254	0·05
	2509	0·01		7255	0·13
	2508	0·025		7256	0·02
	2502	0·03		7257	0·06
	2507	0·15		7258	0·18

[No. 31/47/63-ONG.]

## CORRIGENDA

New Delhi, the 13th February 1964

S.O. 626.—In the Schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 3434 dated the 2nd December, 1963 published in the Gazette of India Part II Section 3 Sub-section (ii) dated the 14th December, 1963.

- (1) At page 4215 for
- |                               |                               |                               |
|-------------------------------|-------------------------------|-------------------------------|
| $\frac{\text{"B-B-B}}{0-1-0}$ | $\frac{\text{B-B-B}}{0-0-12}$ | $\frac{\text{B-B-B}}{0-7-10}$ |
|-------------------------------|-------------------------------|-------------------------------|
- of Survey Nos. 2833, 2907 and 2814 respectively of village Chakki" read
- |                               |  |
|-------------------------------|--|
| $\frac{\text{B-B-B}}{0-3-10}$ | $\frac{\text{"B-B-B B-B-B}}{0-9-0 \quad 0-12-0}$ |
|-------------------------------|--|
- of Survey Nos. 2833, 2907 and 2814 respectively of village Chakki".
- (2) At page 4216 for "Survey Nos. 470/3 and 470/4 of village Mamrezpur" Read "Survey Nos. 477/3 and 477/4 of village Mamrezpur".
- (3) At page 4218 . . . (i) For
- |                               |
|-------------------------------|
| $\frac{\text{"B-B-B}}{0-3-0}$ |
|-------------------------------|
- of Survey No. 2294 of village Kanspur Gugauli" read
- |                              |
|------------------------------|
| $\frac{\text{B-B-B}}{0-3-1}$ |
|------------------------------|
- of Survey No. 2294 of Village Kanspur Gungauli".

- |                  |           |   |         |
|------------------|-----------|---|---------|
|                  |           | B-B-B   | B-B-B   |
|                  | (i) For   | _____ of survey No. 225 of Village Yadgapur read                              | _____   |
|                  |           | 0-5-4   | 0-9-0   |
|                  |           | of Survey No. 225 of Village Yadgapur.  |         |
| (4) At page 4219 | (i) For   | B-B-B   | B-B-B   |
|                  |           | 1-11-18   | 0-11-18 |
|                  |           | of survey No. 258 of village Rampur.  |         |
|                  | (ii) For  | "Survey No. 3717 of village Mauhar" read "Survey No. 3817 of village Mauhar". |         |
|                  | (iii) For | B-B-B   |         |
|                  |           | 0-12-13   |         |
|                  |           | of Survey No. 4116/2 of village Mauhar" read                                  |         |
|                  |           | B-B-B   |         |
|                  |           | 0-12-3  |         |
|                  |           | of Survey No. 4116/2 of village Mauhar".                                      |         |
| (5) At page 4220 | (i) For   | B-B-B   |         |
|                  |           | 0-13-16   |         |
|                  |           | B-B-B   |         |
|                  | read      | 0-13-15   |         |
|                  |           | of Survey No. 1512 of village Gudhrauli".                                     |         |
|                  | (ii) For  | B-B-B   | B-B-B   |
|                  |           | 1-18-0  | 1-1-18  |
|                  |           | of survey No. 117 of village Aung".   |         |
|                  | (iii) For | B-B-B   | B-B-B   |
|                  |           | 0-5-13  | 0-5-17  |
|                  |           | of Survey No. 81 of village Khadara".   |         |

No. 31/50/63-ONG.]

**S.O. 627.**—In the Schedule to the notification of the Government of India in the Ministry of Mines and Fuel S.O. No. 2138 dated the 22nd July, 1963 published in the Gazette of India, Part II Section 3 Sub-section (ii) dated 3rd August 1963.

- (i) In Village Chauki Thana No. 141 read Survey No. "84" for "85" against 0.007 acres.
- (ii) In village Amhara Thana No. 140 read Survey No. "660" for "607" against 0.020 acres.

[No. 31/47/63/ONG.]

**S.O. 628.**—In the Schedule to the notification of the Government of India in the Ministry of Mines and Fuel S.O. No. 2501, dated the 22nd August, 1963. published in the Gazette of India Part II Section 3 Sub-Section (ii), dated the 31st August 1963.

- (1) At page 2935 for "Survey No. 635 of village Bharahtha" read "Survey No. 633 of village Bharahtha."
- (2) At page 2936 for "Survey No. 635 of village Bharahtha" read "Survey No. 637 of village Bharahtha."

[No. 31(50)63-ONG.]

New Delhi, the 14th February 1964

**S.O. 629.**—In the Schedule to the notification of the Government of India in the Ministry of Mines and Fuel S.O. No. 2138 dated the 22nd July 1963 published in the Gazette of India Part II Section 3 Sub-section (ii) dated the 3rd August 1963:

In village Dumarl Th. No. 161 read Survey No. "2207" for "2260" against 0.030 acres.

In village Dumari Th. No. 161 read Survey No. "153" for "163" against 0.085 acres.

In village Juas Th. No. 136 read Survey No. "18" for "518" against 0.050 acres.

[No. 31(47)63-ONG.]

### ERRATUM

*New Delhi, the 13th February 1964*

**S.O. 630.**—In the Schedule to the notification of the Government of India in the Ministry of Mines and Fuel S.O. No. 2140 dated the 6th August, 1963, published in the Gazette of India Part II Section 3 sub-section (ii) dated the 17th August, 1963

In village Manikpur thana No. 25 against Survey	No. 508 read "0.05" for "0.025" acres
Do.	No. 577 read "0.02" for "0.01" acres
Do.	No. 554 read "0.20" for "0.18" acres
Do.	No. 557A read "0.035" for "0.015" acres
Do.	No. 557B read "0.025" for "0.01" acres
Do.	No. 548 read "0.025" for "0.015" acres
Do.	No. 549 read "0.32" for "0.22" acres

In village Sarasani thana No. 213 against Survey	No. 113 read "0.06" for "0.05" acres
Do.	No. 108A read "0.06" for "0.04" acres
Do.	No. 108B read "0.05" for "0.04" acres
Do.	No. 121 read "0.03" for "0.02" acres
Do.	No. 125A read "0.065" for "0.05" acres
Do.	No. 125B read "0.05" for "0.03" acres

[No. 31/47/63-ONG.]

B. SUBBA RAO, Under Secy.

### DEPARTMENT OF SUPPLY

#### ORDER

*New Delhi, the 11th February 1964*

**S.O. 631.**—In exercise of the powers conferred by sub-rule (2) of Rule 14 and sub-rule (i) of Rule 23 of the Central Civil Services (Classification, Control & Appeal) Rules, 1957, the President is pleased to direct that in the pending departmental proceedings against Shri R. I. Shahdarpuri, a Lower Division Clerk in the Office of the Director of Inspection, Bombay, a regional office of the Directorate General of Supplies & Disposals, the Deputy Director General (Inspection) at the Headquarters of the Directorate General of Supplies & Disposals and the Director General of Supplies and Disposals shall be the Disciplinary Authority and the appellate Authority, respectively, from the stage already reached in the said proceedings.

[No. F.1(2)/64/V.]

S. S. PURI, Dy Secy.

### DELHI DEVELOPMENT AUTHORITY

#### CORRIGENDUM

*New Delhi, the 11th February 1964*

**S.O. 632.**—The Delhi Development Authority's notification No. L2(22)59, dated 4th April, 1961 published in the Gazette of India, dated 8th April, 1961 under S.O. 787 may be treated as cancelled.

[No. L2(22)59.]

R. K. VAISH, Secy.



**MINISTRY OF LABOUR AND EMPLOYMENT**

*New Delhi, the 10th February 1964*

**S.O. 633.**—In exercise of the powers conferred by sub-section (1) of section 83 of the Mines Act, 1952 (33 of 1952), the Central Government hereby exempts all such mines (other than oil mines) wherein not more than fifty persons are employed and where only prospecting operations are being carried by means of drilling rigs, from all the provisions of the Mines Act, 1952 except those contained in sections 7, 8, 9, 44, 45 and 46 of the aforesaid Act.

[No. 6/18/63-MI.]

R. C. SAKSENA, Under Secy.

*New Delhi, the 10th February 1964*

**S.O. 634.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Badjna Colliery of Messrs. Oriental Coal Company Limited, Post Office Nirshachatti, Dhanbad and their workmen, which was received by the Central Government on the 3rd February, 1964.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD**

In the matter of a Reference Under Sec. 10(1)(d) of the

Industrial Disputes Act 1947 (XIV of 47)

REFERENCE NO. 10 OF 1962

**PARTIES:**

Employers in relation to the Badjna Colliery of Messrs. Oriental Coal Company Limited, Post Office Nirshachatti, Dhanbad

AND

Their workmen

**PRESENT:**

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

**APPEARANCES:**

*For the Employers.*—Shri S. S. Mukherjee, Advocate.

*For the Employees.*—Shri D. Narsingh, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

*Dhanbad, dated the 30th December 1963*

**AWARD**

Ministry of Labour and Employment, Government of India, by its Order No. 2/80/62-LRII, dated 23rd October, 1962, referred, under Section 10(1)(d) of the Industrial Disputes Act, 1947, to this Tribunal for adjudication, an Industrial Dispute existing between the employers in relation to the Badjna Colliery of Messrs. Oriental Coal Company Limited, Post Office Nirshachatti, Dhanbad, and their workmen, in respect of the matter specified below:

**SCHEDULE**

“Whether the management of Badjna Colliery of Messrs. Oriental Coal Company Limited was justified in retiring Shri Ritu Dusadh, Night Guard, from service on the 31st March, 1962? If not, to what relief is he entitled?”

2. The employers filed their written statement on 26th November, 1962, in which their case was as below:

The Badjna Colliery owned by Messrs. Oriental Coal Company Limited (to be referred to hereinafter as the *Owner Company*) is under the *management and control* of Messrs. Karam Chand Thapar Bros. Limited; (to be referred to hereinafter for brevity as the *Managing Company*) who are Secretaries and Treasurers of the Owner Company; that the managing company have framed their own Service Rules, Exhibit M. 1, the provisions of which are applicable to all the employees of the managing Company and also to the employees of all the collieries under their management and control, which are not inconsistent with or contrary to the provisions of the Standing Orders Exhibit M. 6 or any other Statute; that the concerned workman, Sri Ritu Dusadh, was appointed on 10th February, 1950 as Night Guard in the Badjna Colliery and his date of birth as recorded in his service card and approved by him was December, 1906; that on the 31st March, 1962 the workman concerned, having completed his 55th year of age, was retired according to the provisions contained in para 11(c) of the Service Rules of the managing company Exhibit M. 1, which were applicable to the workman concerned and also to the other employees of the owner colliery and, therefore, the retirement of the workman concerned on attaining the age of superannuation was justified, *bona fide* and according to the Service Rules applicable to him and as such he is not entitled to any relief

3. The workmen through its Union, Colliery Mazdoor Sangh, filed a written statement on 5th June, 1963 in which it was stated that the Service Rules Exhibit M. 1 unilaterally framed by the managing company were not applicable or binding on the workmen of Badjna Colliery owned by the owner company, who alone are the employers of the workman concerned and with whom alone there is relationship of employer-employee; that the retirement of the workman concerned is inconsistent with the provisions of Regulation 28 of the Coal Mines Regulations, 1957, which by clear implication permits continuance in service of all the employees, except managers and officials employed in the coalmines, beyond the age of 55 years if they are physically fit to work; that the workman concerned never consented to be bound by the Service Rules Exhibit M. 1 framed by the Managing Company and there being no retiring age for workmen in the entire coal industry the management company were not justified in compulsorily retiring the workman concerned on the plea of his having attained the age of 55 years; that, therefore, the termination of the service of the workman concerned is without jurisdiction and his retirement is unjustified and as such he is entitled to be put back in service with back wages.

4. At the hearing of the case on 30th December, 1963, Sri S. S. Mukherjee, Advocate appeared for the management of the managing company and Sri D. Narsingh, Advocate, appeared for the workman concerned. None of the two parties examined any witness. Both the parties, however, filed documents which were marked, with mutual consent, as Exhibits M. to M. 8 on behalf of the management, and Exhibit W on behalf of the workman concerned.

5. The crucial question for determination on the case of the parties is whether the Service Rules Exhibit M. 1 of the managing company apply to the workman concerned. If they do then surely, as provided by Rule 11(c) of the Service Rules Exhibit M. 1, the management of the managing company was justified in making the workman concerned retire on the completion of 55 years of age. If, however, these Service Rules Exhibit M. 1, do not apply and are not binding on the concerned workman, then the Standing Orders Exhibit M. 6 admittedly provide no retirement age and there being no other Statute providing retirement on the completion of 55 years, the retirement of the workman concerned would be unjustified and the action of the management in terminating the service of the concerned workman on that ground would be illegal and unjustified. I shall, therefore, address myself first to the question whether the Service Rules Exhibit M. 1 of the managing company apply to the workman concerned on the ground that the Badjna Colliery owned by the owner company is under their management and control.

6. In order to decide this question just posed by me, it is necessary to state some more facts, which are these:

The concerned workman, as stated before also, was appointed as Night Guard in Badjna Colliery on 10th February, 1950. Proprietors and owners of the Badjna Colliery, as stated before, were Messrs. Oriental Coal Company. From Para 159 Page 43 of the Memorandum and Articles of Association of Messrs. Oriental Coal

Co. Ltd (Ext M 5) it appears that as from the 1st January, 1957, subject to the approval of the Central Government, the Managing Company were Secretaries and Treasurers of the owner company—namely—Oriental Coal Co. Ltd., for a period of 15 years unless the Managing Company resigned earlier. Para 162(A) Sub-clause (c) of the said Memorandum Exhibit M 5 lays down that the Secretaries shall subject to the control and direction of Directors conduct the business of the company and they shall have the general managements of its business transactions and all other powers specified therein. It was conceded on behalf of the management of the managing company that before the Managing Company came on the scene in January 1957 the workmen including the workman concerned, of the owner company were governed by the Standing Orders for the coal mining industry Exhibit M 6 which admittedly fixed no age limit for retirement. It was also admitted by the management that after the managing company took over the managing agency of the owner company there was no agreement between the erstwhile workmen of the owner company and the Managing Company to the effect that the Service Rules of the managing company Exhibit M 1 which are as amended upto the 15th November 1957 would apply to them and in all respects they would be governed by the said Service Rules Exhibit M 1.

On the above facts the question raised by the management has to be decided.

7 Rule 1 of the Service Rules, 'Exhibit M 1 of the managing company' on which strong reliance was placed by Sri Mukherjee may usefully be reproduced *in extenso* here as below:

"These rules shall be referred to as the Service Rules and apply to all the Employees of Messrs Karam Chand Thapar and Bros Private Limited and also to the employees of all the companies under their Management and control and shall, *mutatis mutandis* apply to all their Branches and Offices, Mills, Factories, Collieries and other works wherever situate except in so far and to the extent it is otherwise agreed upon by agreement or letter of appointment in any case, or to the extent they are modified by any Standing Orders under the Industrial Employment (Standing Orders) Act of 1946 or any other Statute for the time being in force and applicable to any Office, Mill, Colliery or Works or to an employee or group of employees. Save as modified by agreement or by Standing Orders or by law as aforesaid, these rules shall apply to the employees, abovementioned.

Any breach of the above Service Rules by an employee shall be breach of contract of service."

8 Relying on the aforesaid Rule 1 it was contended that because Rule 1 provides that these Service Rules Exhibit M 1 apply not only to the employees of the managing company but also to the employees of all the Collieries, including the owner company in the present case under the management and control of the Managing Company the workman concerned was governed by the Service Rules Exhibit M 1. Special emphasis was placed by Sri Mukherjee on the words "management and control" and it could not be, that age to the effect that "All from service of the Company on the 31st March immediate completion of their 55th year of age except in the case of employees in Sugar Factories" with which we are not concerned here.

9 On behalf of the workman it was strongly contended by Shri Narsingh that the Service Rules Exhibit M 1 will not apply to the workman concerned because there was never any agreement between the workman concerned and the Managing Company on taking over of the colliery in question with effect from 1st January 1957, to the effect that since then and henceforward all the workmen of the owner company in service even from before 1957 will also be governed by the Service Rules Exhibit M 1 of the managing company, and therefore as there was admittedly no such agreement either between all the workmen of the owner company and the managing company or between the workman concerned and the managing company on or after its taking over the management of the owner company, the Service Rules Exhibit M 1 cannot apply to the workman concerned.

It was further contended that when the Managing company took over the management of the owner company the workman concerned was never given even a copy of the Service Rules Exhibit M 1 and informed that he will be governed henceforward by the said service rules of the managing company and therefore it was argued that the workman concerned will be governed by the Standing Orders of the coal mining industry Exhibit M 6 which admittedly applied to all

the workmen of the owner company before 1957, and, as such, as that does not provide any retirement age the managing company had no right to retire the workman concerned on completion of his 55th year.

10. This question arose before me in Reference No. 25 of 1962 between the employers in relation to Madhuband Colliery and their workmen, where the question was whether the transfer and discharge from service of Sri S. Jagir Singh was justified. In that case also the Madhuband Colliery was under the managing agency of the present managing company and the same arguments, which are put forward now, were advanced, relying on the words 'management and Control' occurring in Rule 1 of the Service Rules Exhibit M. 1. Relying on a decision of the Supreme Court in *Chief Inspector of Mines Vs. Lala Karam Chand Thapar*, 1961 II. L.L.J. 146, this Tribunal held that a managing agent is neither an agent nor a manager or an owner of a colliery, and, therefore, whatever possession the managing agent of a colliery owner exercise in and over a colliery is exercised on behalf of the colliery owner and not on his own behalf and so managing agents of a colliery could not be considered to be the Occupier of the mine within the meaning of Section 2(1) of the Mines Act 1923, for the purpose of the said Act. This Tribunal, therefore, took the view that the Service Rules of the managing company Exhibit M. 1 were not applicable in the absence of an agreement between the workman concerned and the managing company of the owner company. An appeal against the award of this Tribunal has been admitted by the Supreme Court and it is pending in Civil Appeal No. 704 of 1963. It is unfortunate that before the decision of the said appeal by the Supreme Court this question has again arisen before me. Since after the award of this Tribunal there is a decision of the Supreme Court in *Karam Chand Thapar and Bros., Limited, Vs. Their Workmen* 1963(7) F.L.R. 457, in which it has been held, on the facts of that case, that the concerned workman in that case being common employee of the different companies were really employees of the managing company. The decision of the Supreme Court, on the question of relationship of employer and employees between the workman in that case and the Managing Company is clearly brought out in the following *placitum* of the said case:

"It is true that the mere fact that Karam Chand Thapar and Bros., Limited, the managing agents, appointed the workmen respondents would not be sufficient to show that Karam Chand Thapar and Bros., Ltd., are their employers. We have however the additional important fact that the allotment of these common employees to particular concerns is wholly in the hands of the company, Karam Chand Thapar and Bros. Ltd. The Tribunal has recorded a definite finding that the company used to transfer employees from one concern to the other or from one groups of concerns to the other. Several appointment letters indicate that the managing agents keep in their hands the right to employ these common employees for doing the work of one member of the group or another just as they thought fit and proper. It appears also that there is one provident fund scheme controlled by the Company through a Board of Trustees selected by the Company for all these employees. These and other circumstances which have been mentioned in detail by the Tribunal fully justify the Tribunal's conclusion that these persons said to be common employees of different concerns are really the employees of the company Messrs. Karam Chand Thapar and Bros. Ltd."

It appears however, from pages 359 and 460 of the above Reports, that the appointment of several persons were made after 1957 by the managing company itself. The question raised here that the Service Rules Exhibit M. 1 apply even to the old workmen in the service of the owner company from before 1957 does not appear to have arisen there.

It appears, however, from pages 459 and 460 of the above Reports, that the Supreme Court in Civil Appeal No. 530 of 1959, decided by Their Lordships P. B. Gajendragadkar and K. N. Wanchoo, J.J. on 11th March, 1960, a copy of which has been filed and marked as Exhibit M. 2. This decision of the Supreme Court was also relied upon in Reference No. 25 of 1962, to which I have made reference earlier. In that case as appears from the judgment Exhibit M. 2, the question of superannuation of one Sri H. C. Chakravarti, Personal Officer of Kankanee Colliery was raised and the question whether Chakravarti would be governed by Service Rules Exhibit M. 1 was also raised. On the facts of that case, it was held that the colliery was justified in retiring Chakravarti under the Service Rules, which applied to him after he had attained the age of 55 years. To me, however, it appears that the said decision has no application to the facts of the present case. There the Colliery belonged to Eastern Coal Co. Ltd.

but subsequently it was purchased by Messrs. Bhowrah Kankanee Collieries Limited with effect from 1st January, 1955 and Messrs. Karam Chand Thapar and Bros. Ltd. managing company here, were the managing agents of the purchasing company there also. In that case, the workmen of the Eastern Coal Co., Ltd. being apprehensive about their future on account of the transfer, were afraid that the terms and conditions of service prevalent in companies under the management of the managing company here may be applied to them in place of the existing terms and conditions of service with the selling company which were more favourable. Ultimately there was a settlement between the workmen and the managing company and under the terms of the settlement the notice for strike was withdrawn and the colliery agreed to treat as continuous the services of the workmen who were taken over by it and also that the existing service conditions and facilities would be continued, excepting pension the liability for which was on the seller, namely Eastern Coal Co., Ltd. On 1st January, 1955, when the transfer took place, Chakravarti was on the staff of the Eastern Coal Co., Ltd. as a Personal Officer and, therefore, the first question which arose before Their Lordships was whether Chakravarti was a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act, 1947, on January 1, 1955. Their Lordships held that Chakravarti, being on the supervisory staff, working as officer supervising the work of various workmen, he cannot be a 'workman' within the meaning of Section 2(s), as it stood before the amendment of 1956, and, therefore, he was not a workman in January 1955 and as such he could not take advantage of the agreement between the workmen and the management as that agreement relates to 'workmen' as defined in the Indian Industrial Disputes Act, 1947, and accordingly Chakravarti could not claim on the basis of the agreement of 1955 that he would be governed by the same conditions which governed the workmen at that time. In this view it was held that the Service Rules of the Managing Company applied to him on the transfer of the colliery and as there was nothing in the standing orders, here as Exhibit M. 6, which is inconsistent with the Service Rules, which are Exhibit M. 1 in the present case, relating to the super-annuation age, service rules would apply except in so far as and to the extent standing orders applied, although he might be a workman in March 1957, due to change in law and, therefore, the retirement under the Service Rules of Chakravarti was held justified after he had attained the age of 55.

12. In the instant case, however, the admitted position is that the workman concerned is a workman of the owner company from before 1957, when the management of the owner company was taken over by the managing company and further that admittedly before 1957 the workman concerned was governed by the Standing Orders Exhibit M. 6. It is, further admitted that on the managing company taking over the management of the colliery in question of the owner company there was never any agreement, as was in the decision of the Supreme Court, just referred to Exhibit M. 2, between the workmen and the Managing Company. It is further admitted that the workman concerned here was never told at the time when the managing company took over the management of the owner company in January 1957 that the workman concerned or as a matter of fact any other workman of the owner company would be governed by the Service Rules of the Managing Company. It is also admitted by Sri Mukherjee that the copy of the Service Rules Exhibit M. 1 was not given to the workman concerned nor he was apprised of the situation that henceforward, with effect from 1st January, 1957, he as well as all other workmen would be governed by the Service Rules Exhibit M. 1.

13. It was, however, contended by Sri Mukherjee, relying on Exhibit M. 3, which is a list of persons retired at Badjna Colliery, that as many as seven workers have been made to retire between 1957 to 1962 and they have never challenged their retirement and, therefore, so ran the argument, the workman concerned here also must have known that he was also governed by the Service Rules Exhibit M. 1. I do not think this argument has force, because if the persons mentioned in Exhibit M. 3 did not challenge their retirement their action cannot be binding or act as an estoppel against the workman concerned.

14. It was, further, argued by Sri Mukherjee that the workman concerned in this case as will appear from Exhibits M. 7 and M. 8, accepted his Bonus, Provident Fund money and therefore that also shows that he was satisfied with his retirement because the Service Rules Exhibit M. 1 applied to him also. I do not think the fact that he accepted his Provident Fund and Bonus money would estop him from challenging his retirement as illegal and without jurisdiction.

15. For the reasons given above, I hold that the Service Rules Exhibit M. 1 of the managing company did not apply to the workman concerned; on the other

hand, Standing Orders, Exhibit M-6, applied and, therefore, he could not be made to retire off the completion of his 55th year, in accordance with the Service Rules Exhibit M-1, and, as such, the notice of retirement Exhibit M-3 is illegal.

16. It may be mentioned that Sri Mukherjee raised a preliminary objection that the present reference was an individual dispute and not an industrial dispute and further that the workman concerned was not a member of the Union on or before his retirement on 31st March, 1962. Later, on the Union filing its Membership Register for 1961-62 Exhibit W, showing under Entry 62, at page 63, that the workman concerned was a member of the Union till March 1962, Sri Mukherjee did not press his preliminary objection, and did not desire these preliminary points to be decided. I, therefore, express no opinion on this question.

17. I, therefore, answer the reference by holding that the management of Budjua Colliery of Messrs. Oriental Coal Company, Limited was not justified in removing Shri Ritu Dusadh, the workman concerned, from its service on 31st March, 1962 because the Service Rules of the managing company Exhibit M-1 did not apply to him.

18. The next question is to what relief is the concerned workman entitled. On my finding that the retirement of the workman concerned Shri Ritu Dusadh, Night Guard, from service on the 31st March, 1962 was not justified, it follows that the termination of his service was without jurisdiction and, therefore, it is set aside, and the workman concerned is reinstated in his former job, with full back wages and other benefits with continuity of service with effect from 31st March, 1962 till the date of his reinstatement.

19. The management must implement this award within one month from the date it becomes enforceable after its publication under Section 17 of the Act.

20. This is the award which I make and submit to the Central Government under Section 16 of the Act.

(Sd.) RAJ KISHORE PRASAD,

DHANBAD;  
Dated the 30th December, 1963.

Presiding Officer,  
Central Govt. Industrial Tribunal, Dhanbad.

[No. 2/80/62-LR.II.]

New Delhi, the 12th February 1964

S.O. 635.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Parbelia Colliery and their workmen, which was received by the Central Government on the 5th February 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

In the matter of a Reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE No. 43 of 1962.

#### PARTIES:

Employers in relation to the Parbelia Colliery

AND

Their workmen.

PRESENT: Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

#### APPEARANCES:

For the Employers:

Shri D. Narsingh, Advocate.

For the workmen:

Shri Sankar Bose, Colliery Mazdoor Sangh.

STATE: West Bengal.

INDUSTRY: Coal.

*Dhanbad, dated the 30th December 1963*

### AWARD

Ministry of Labour & Employment, Government of India, by its Order No. 8/12/62-LR.II dated the 21st November 1962 referred under Section 10(1) (d) of the Industrial Disputes Act, 1947, for adjudication to this Tribunal, an industrial dispute existing between the employers in relation to the Parbelia Colliery and their workmen in respect of the matters specified below:

### SCHEDULE

- (1) Whether the termination of services of Shri Bhaiya Ram, Trammer, by the management of Parbelia Colliery with retrospective effect was justified? If not, to what relief he is entitled?
- (2) Whether the termination of services of Shri Kuldip Mahato, Underground mining Mazdoor, by the management of Parbelia Colliery with effect from 13th September, 1962 was justified? If not, to what relief the worker is entitled?"

2. The workmen filed a written statement, through Colliery Mazdoor Union, Bastin Bazar, Asansol, on 30th December, 1962. The employers also filed a rejoinder on 1st February 1963. The case was, thereafter, fixed for hearing on 30th December, 1963.

3. In the written statement dated the 27th December, 1962 filed by the General Secretary of the Union it was mentioned in para 10 that the dispute relating to Kuldip Mahato who is concerned with item No. 2, had been amicably settled and the workman concerned had been taken back in service and such the union did not press the case of Kuldip Mahato.

4. The management also in its written statement filed on 1st February 1963 mentioned in para 17 that the dispute relating to Shri Kuldip Mahato did not now subsist any longer because of the amicable settlement with him, and, therefore, no order was called for in his case.

5. On 30th December, 1963, when the case was taken up for hearing in respect of Shri Bhaiya Ram, concerned in item No. 1 of the two disputes, Sri D. Narsingh, Advocate, appeared for the management and Shri Keshab Banerjee, General Secretary of the above Union, appeared for the workmen concerned. Both the parties stated that the dispute of Shri Bhaiya Ram, the remaining workman, had also been compromised and, subsequently, they filed a joint petition of compromise setting out the terms of agreement between the management and the workman concerned, Shri Bhaiya Ram, and prayed that the reference may be disposed of in terms of the said compromise.

6. I have read the terms of compromise and in my opinion they are fair and reasonable and in the interest of all the parties concerned, and, therefore, it is accepted and an award in terms thereof as prayed for is made.

7. This joint petition of compromise in respect of Shri Bhaiya Ram, the remaining workman concerned, is marked Annexure 'A' and made a part of the award made in terms thereof.

8. The reference is accordingly answered in the manner indicated below:

- (1) The case of Bhaiya Ram, Trammer, is disposed of in terms of the compromise petition marked Annexure 'A' and made part of this award.
- (2) The case of Kuldip Mahato, Underground Mining Mazdoor, is not pressed because the dispute relating to him had already been amicably settled and the said workman had been taken back in service and therefore no further direction is necessary in respect of him.

9. This is the award which I make and submit to the Central Government under Section 15 of the Act.

*Dhanbad, the 30th December, 1963.*

(Sd.) RAJ KISHORE PRASAD,  
Presiding Officer,  
Central Govt. Industrial Tribunal,  
Dhanbad.

## APPENDIX 'A'

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
DHANBAD

REFERENCE No. 43 OF 1962

PARTIES: Employers in relation to Parbelia Colliery

AND

Their workmen represented by Colliery Mazdoor Union

AND

In the matter of joint petition of compromise.

The aforesaid petitioners most respectfully sheweth:

That the parties have mutually settled the dispute on the following terms:

1. The Management agrees to reinstate the workman from the date of his dismissal.
2. The period of his unemployment will be considered as leave without pay.
3. The Management agrees to make a lump sum payment of Rs. 400 00 (Rupees Four hundred only) for the period of his unemployment.
4. The workman renounces all other of his claims if any in respect of the aforesaid dispute.
5. The payment will be made within a fortnight from the date of the Award.
6. This determines the dispute.
7. Parties will bear their own cost.
8. The workman will report for duty within a fortnight from the date of the award.

Therefore it is prayed jointly by the Company's and Union's representatives that an award may kindly be passed in terms as above.

And for this act of kindness the petitioners as in duty bound shall ever pray.

Sd/-

General Secretary,  
Colliery Mazdoor Union.

Sd./- KARI,

Security Officer,  
Messrs Bengal Coal Co. Ltd.,  
for Parbelia Colliery.

[No. 6/12/62-LR.II.]

**S.O. 636.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Hind Strip Mining Corporation (Private) Limited and their workmen, which was received by the Central Government on the 7th February, 1964.

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 1947).

REFERENCE No. 45 OF 1962

PARTIES:

Employers in relation to Messrs Hind Strip Mining Corporation (P)  
Limited, Post Office Bermo, District Hazaribagh, Bihar

AND

Their workmen.

PRESENT:

Sri Raj Kishore Prasad, M.A., B.L., Presiding Officer.



## APPEARANCES:

*For the Employers:* Shri S. S. Mukherjee, Advocate, with Sri A. L. Chhatra.

*For the workmen:* Sri Sankar Bose, Member, Central Executive, with Sri Bindeshwari Dubey, President, Bermo Branch of the Colliery Mazdoor Sangh.

STATE: Bihar.

INDUSTRY: Coal.

*Dhanbad, dated the 31st December 1963*

## AWARD

Ministry of Labour and Employment, Government of India, by its Order No. 1/27/62-LR.II, dated the 21st November, 1962, referred, under Section 10(1)(d) of the Industrial Disputes Act, 1947, to this Tribunal for adjudication, an industrial dispute existing between the employers in relation to Messrs Hind Strip Mining Corporation (Private) Limited, and their workmen, in respect of the matter specified below:

"Whether the retrenchment of 200 workmen (including 158 Ex. D.V.C. employees) with effect from the 15th September 1962 as notified by the management of Messrs Hind Strip Mining Corporation (Private) Limited, Post Office Bermo, District Hazaribagh (Bihar) on the 14th September, 1962, is justified? If not, to what relief are the workmen entitled?"

2. The workmen, through their Union, Colliery Mazdoor Sangh, filed a written statement, on behalf of the workmen concerned, on 31st December 1962. The management also filed its written statement on 1st January 1963.

3. The case was taken up for hearing at Ranchi on 2nd September, 1963 when the workmen examined W.W. 1 Shri Beshdari Choudhuri, and, W.W. 2 Shri R. K. Prasad, two of the retrenched workmen and filed documents which, with mutual consent, were marked as Exhibits W. to W.7. The management also examined M.W. 1, Shri A. N. Chhatra, Superintendent, and, filed documents, which also, with mutual consent, were marked as Exhibits M. to M. 22. The case remained part heard and was thereafter adjourned for hearing at Dhanbad.

4. The case was taken up for further hearing at Dhanbad on 31st December 1963, when the workman examined one more witness, namely, W.W. 3 Sri S. S. Rao, Superintendent and Agent of DVC Bermo Mines. Both the parties filed further documents which were marked, with mutual consent, as Exhibits M. 23 to M. 27 on behalf of the management and Exhibits W. 8 to W. 11 on behalf of the workmen.

5. The management was represented by Sri S. S. Mukherjee, Advocate, with Sri A. L. Chhatra, M.W.1. The workmen were represented at Ranchi by Sri B. Dubey, President and Sri Sankar Bose, Member, Executive Committee, of the Union, but, at Dhanbad, they were represented only by Sri Sankar Bose of the Union.

6. The admitted position is that the Bermo Colliery is owned by Damodar Valley Corporation (to be referred to as DVC) and Hind Strip Mining Corporation (to be referred to as HSMC, which is contesting the reference, are contractors appointed by the DVC for removal of overburden of Bermo Colliery and, therefore, the HSMC are not owners of the Bermo Colliery.

7. Sri Mukherjee, appearing on behalf of the management, put forward three objections:

- (1) that the present reference by the Government of India, was not competent because the Central Government was not the appropriate Government, within the meaning of Section 2(a) read with Section 10(1)(d) of the Act, in as much as HSMC is not the owner of a mine, much less of the Bermo mine, (2) that there was sufficient justification for retrenchment of the workmen concerned and the said workmen having accepted retrenchment compensation as also Provident Fund money could not now resile and challenge the benefits received under their retrenchment and assail their retrenchment, and (3) that the workmen in their written statement have not mentioned the name of any junior person who has not been retrenched and after the retrenchment of all these workmen, who were junior most, no new hand had been taken in their place, and, therefore, the defence that

the DVC workers were retrenched and in their place the workmen of NCDC were taken by the HSMC for their gains is not correct.

8. In reply, Sri Bose contended (1) that the Government of India was quite competent to make the reference under Section 10(1)(d) of the Act, inasmuch as, it was the appropriate Government within the meaning of Section 2(a) of the Act in that HSMC is a registered company working in coal mines and further that HSMC itself having sent a copy of the notice, Exhibit M. 5, to the Central Government cannot now turn round and say that the Central Government was not the appropriate authority within the meaning of Section 2(a) of the Act so as to be competent to refer the present industrial dispute under Section 10(1)(d) of the Act; and, (2) that the reasons for retrenchment given in Exhibit M. 5, dated 14th September 1962 were not the real reasons and the real reasons were those which were mentioned in paras 8, 9 and 15 of the written statement of the workmen filed on 31st December 1962, which were supported by the oral evidence of W.W.1, W.W.2 and W.W.3, and, therefore, the retrenchment of the workmen concerned was unjustified and, as such, they were entitled to be reinstated to their previous jobs with full back wages from 15th September 1962.

9. It is not necessary to give in detail the case of the parties as it appears sufficiently clear from the above points placed before the Tribunal, but I shall deal specifically with the reasons for the retrenchment, as given by the management and as given by the workmen, when deciding Point No. 2.

10. I may mention that it is not necessary to deal with Point No. 3 put forward by Sri Mukherjee, as no argument was advanced by him on that question. Sri Mukherjee, on the basis of the written statement of the workmen, anticipated that point and as he argued first, he naturally referred to this point also. But later on he did not press this point. I shall, therefore, confine myself to the determination of only two points set out above:

Re: (1):

11. As regards the first point regarding the competency of the Central Government to refer the present dispute for adjudication to this Tribunal, in my opinion, there is no substance in it. The expression 'appropriate Government' has been defined in Section 2(a) as below:

(a) "appropriate Government" means—

"(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government\*\*\*\* or by a railway company (or concerning any such controlled industry as may be specified in this behalf by the Central Government)\*\*\*\* or in relation to an industrial dispute concerning (a banking or an insurance company, a mine, an oil-field) or a major port, the Central Government, and,

(ii) in relation to any other industrial dispute, the (State) Government;"

From the above definition it is clear that in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or concerning a mine or any such controlled industry as may be specified in this behalf by the Central Government the appropriate Government is the Central Government. In the present case, admittedly the HSMC is a registered company and is working in coal mines, and, therefore, in respect of the present dispute, which is not denied to be an industrial dispute within the meaning of Section 2(k) of the Act, the appropriate Government would be the Central Government as defined in Section 2(a) of the Act. For these reasons, in my opinion, the Central Government was quite competent and was the appropriate Government to refer this industrial dispute for adjudication to this Tribunal.

There is another aspect also of this question. The HSMC sent a notice of retrenchment on 14th September 1962, Exhibit M. 5, to several persons, including the Secretary to the Government of India, Ministry of Labour and Employment, New Delhi. It is manifest, therefore, that the HSMC itself considered the Central Government to be the appropriate Government in respect of the present dispute and, therefore, sent a copy of the notice, as required by Section 25F clause (c) of the Act. Section 25F(c) speaks of service of the notice in the prescribed form on the appropriate Government, which naturally means the Central Government, as defined in Section 2(a) of the Act. The management, therefore, having itself considered the Central Government to be the appropriate Government and on that basis sent the notice Exhibit M. 5 to the Central Government, it is not open to the management, as rightly contended by the workmen, to say that the Central

Government is not the appropriate Government to refer the dispute under Section 10(1)(d) of the Act.

For these two reasons, the first objection, which is a preliminary objection to the competency of the reference, is over-ruled.

Re: (2):

12. As regards the merits, the reason given by the management, as mentioned in the notice of Retrenchment Exhibit M. 5 for retrenchment of the concerned workmen is that due to restrictions of import licence, spare parts and engines are not available in the market, and, therefore, the production of over-burden has considerably gone down due to unsatisfactory condition of the plant and machinery and as such the management is not in a position to maintain the total strength of workmen meant for higher output and has, accordingly, decided to retrench the workers mentioned in Exhibit M. 6, with effect from 15th September 1962. The management filed a Statement Exhibit M. 7 showing the quantity hauled at DVC Quarry from January 1962 to September 1962 from which it appears that in January 1962 the quantity hauled was 20,78,047 cubic feet, but it came down to 3,20,640 c ft. in September 1962. The management, therefore, relying on Exhibit M. 7, contended, that the production of overburden had considerably gone down, and as such there was justification for retrenchment of the workmen concerned.

13. The workmen, however, in their written statement, said that there was an agreement between DVC and HSMC, by virtue of which HSMC took, besides its own workers, 158 workers of DVC, who were transferred to HSMC and were being governed by DVC rules. The case of the workmen is that HSMC had originally contract for removal of overburden from State Collieries, now NCDC but in 1955, HSMC took further contract from DVC for removal of overburden of DVC Bermo Colliery on and from 14th April 1957, which was still then being done by DVC directly; that under the agreement, dated 15th April 1957, Exhibit M. 23, two separate water tight departments started functioning—one for removal of overburden of NCDC mines of Bhurkunda and Kargali Collieries in terms of the contract with NCDC and the other for removal of overburden of DVC Bermo mines in terms of contract with the DVC authorities; that when the contract of NCDC was nearing completion HSMC by way of favouritism and nepotism transferred some of the men originally recruited by them for the NCDC contract to the DVC Bermo Colliery Overburden Removal Contract work, artificially creating a condition of surplussage in the DVC side of the contract to the serious prejudice of the workmen who were already working there and eventually retrenched the old 200 workmen of this separate establishment with effect from 15th September 1962; that the NCDC work was completed and ceased on or about 21st October 1961 and the retrenchment of 200 workmen with effect from 15th September 1962 was also largely to make room for the workmen, who became surplus in NCDC contract since 21st October 1961; that as the terms of the DVC ex-employees, on transfer here in the HSMC were much better in respect of wages etc. than those of the workers in the NCDC contract work, HSMC being guided by extraneous consideration of illegal gain at the cost of the retrenched employees put them under the axe most arbitrarily, illegally and in a capricious manner and therefore the whole thing amounted to malafide conduct and an act of victimisation; that Section 25F(c) of the Act was not observed; that, therefore, the retrenchment was unjustified.

14. In order to decide the question as to whether there was justification on the part of the management to retrench 200 workers, including 158 Ex-DVC employees, whose names are given in Exhibits W and W.1, it is necessary to determine whether the reasons given by the management in the notice Exhibit M. 5 and in Para 8 of its written statement filed on 1st January 1963 are true.

15. Para 8 of the written statement of the management is to the following effect:

"That on account of the unsatisfactory condition of the plants and machinery the production of over-burden had considerably gone down and due to restrictions of import licence spare parts and engines were not available to replenish the old machineries and as due to low-out put the HSMC's financial position was being adversely affected, it was decided to retain such number of personnel as were necessary to maintain the existing output and retrench the surplus labour and make the concern an economic unit."

The notice, Exhibit M.5, given on 14th September 1962 gives the reasons for justification of the retrenchment as below:

"Due to restrictions of Import Licences, Spare Parts and Engines are not available in the market. The Production of Overburden has considerably gone down due to unsatisfactory condition of the Plant and Machinery. This has, adversely affected the financial position of the Company."

"The Management, therefore, is not in a position to maintain the total strength of Workers, meant for higher Output and has, therefore, decided to Retrench the following workers with effect from 15th September 1962."

It is clear from the above that the reason given by the management for retrenching the workmen concerned was non-availability of spare parts and engines in the market due to restrictions of import licences, due to which the production of overburden had considerably gone down as shown by the management in Exhibit M.7.

16. According to the workmen, however, as will appear from Exhibit W.6, the statement of Shri B. K. Prasad, Vice President and of Sri Ram Das Singh, Secretary of the Union, given on 24th September 1962 before the Conciliation Officer, the case of the Union was that the management was determined to retrench the workmen concerned because they were all members of the Union and were very vocal section of the employees in invoking the implementation of the Coal Award, L.A.T's decision and "A. Das Gupta Arbitration Award" and, therefore, their retrenchment was an act of victimisation by the management of HSMC and the reasons given in the notice Exhibit M.5 or in the written statement of the management was false.

17. On a consideration of the evidence on record it appears to me that the case of the workmen is correct and the reasons given by the management are entirely untrue. I will give detailed reasons for coming to this conclusion hereinafter.

18. From Exhibit W.7, which is the statement of M.W. 1, Sri A. N. Chhatra, the representative of HSMC before the Conciliation Officer on 3rd October 1962, it appears that the stand taken by the management before the Conciliation Officer was that these 200 retrenched workmen "would always be surplus even after getting the spare parts and engines". This shows the malicious intention of the management and their firm determination to retrench these workmen on whatever pretext it could. If really the non-availability of the spare parts and engines was the real reason for retrenchment I cannot understand how and why even after these engines and spare parts would have been made available, these retrenched workmen would still be surplus and therefore, HSMC must retrench the workmen concerned. From Exhibit W.6, the statement of Sri B. K. Prasad and of Sri Ram Das Singh of the Union made on 24th September 1962, before the Conciliation Officer, referred to before, also shows that on 18th September 1962 Sri Amtri Chanchani, one of the Directors of the HSMC along with those who participated in the meeting before the Conciliation Officer, categorically stated that even if the import licence for spare parts and finances are made available the retrenchment of 200 workmen would be necessary.

The Conciliation Officer in his Failure Report Exhibit W.5, in Para 3, has stated as follows:

"3. Since the representative of the management categorically stated that even if the spare parts and import licence are made available the 200 workmen would become surplus and they have to be retrenched in order to avoid continued financial loss. The conciliation, therefore, failed because the management did not want to retain the 200 workmen in employment any longer."

From the above it is clear that the reason given for retrenchment in Exhibit M.5 was only an eye-wash and not the real reason and that HSMC was determined anyhow to retrench the 200 workmen concerned.

W.W.3 Shri S. S. Rao, Superintendent and Agent of DVC Bermo mines since 1958, was examined on behalf of the workmen. He is one of the persons whose names are mentioned in Exhibit W.6 as being present on 17th September 1962 at the meeting which was arranged in the Head Office of the DVC. Sri Rao, W.W.3, stated that there was an agreement in writing with DVC and HSMC in which

there is a provision to the effect that spare parts and equipments sparable by the DVC may be given to HSMC for their work from the DVC Bermo mines, and, further that in case any foreign exchange was needed for procurement of these equipments and spare parts needed for their work at DVC Bermo mines such facilities will be given to them. W.W.3 further stated that whenever DVC was approached by HSMC for arranging spare parts and equipments for their work in the DVC mines or for foreign licence, he did not remember of any occasion on which DVC refused to assist and failed to procure such licence. In his cross-examination W.W.3 admitted, however, that there were restrictions for import licence and the spare parts and engines were not available in the open market but when HSMC applied through DVC for import licence in September 1962 HSMC got it after about 2 years in 1963 and generally 5 to 8 months are taken to get the goods after receipt of import licence.

When, however, the attitude of the management is, as will appear from Exhibits W.6 and W.7, that even if import licence for spare parts and finances are made available, the retrenchment of 200 workmen would be necessary, it is not understandable how in the fact of this determined attitude of the management, it can be said that these workmen concerned were retrenched due to non-availability of spare parts and engines due to restrictions of import.

For these reasons, I accept the defence of the workmen that the reasons given in Exhibit M.5 are not the true reasons but only a pretext for retrenching the workmen concerned.

19. The next question, is why should the management retrench these 200 workmen at all and not others. Admittedly, as will appear from Exhibit M. the Form P notice, that the number of workmen employed by HSMC is 579 and out of them 200 were retrenched. The case of the workmen that as these 200 workmen were active members of the Union and they were espousing the cause of the workmen and agitating for implementation of coal award, L.A.T. decision and Das Gupta Arbitration Award, as mentioned in Exhibit W.6, is not controverted by the management, and, therefore, it may be accepted as correct. There is, therefore, no doubt that these workmen were retrenched by way of victimisation to punish the workmen for their trade union activities.

20. The case of the workmen that after the overburden work of NCDC was completed or ceased on or before 21st October 1961 HSMC by way of favouritism and nepotism transferred some of the men originally recruited by them for the said NCDC contract work, as shown by Exhibits M.8 to M.21, and, thereby artificially a condition of surplus in the DVC side of the contract was created and therefore, to make room for the workmen to become surplus in NCDC contract since 21st October 1961 these workmen were retrenched from 15th September 1962, appears to be more probable, particularly in view of the determined attitude of the management, as disclosed in Exhibits W.5 and W.7, that whether spare parts and machineries are available or not these 200 workmen would become surplus and therefore they must be retrenched. The real reason for retrenchment seems to be what is mentioned by the workmen in paras 8, 9 and 15 of their written statement.

21. The objection, on behalf of the management, that as these workmen have voluntarily accepted retrenchment compensation as shown in Exhibits M.25 and M.26 and also accepted the payment of their Provident Fund money as shown in Exhibit M.27 the workmen are not entitled to challenge their retrenchment appears to me to have no force. On the evidence of W.W.1 and W.W.2, two of the retrenched workmen, it is clear that the workmen did not accept the retrenchment compensation voluntarily and willingly but on the advice of the Union, as mentioned in Exhibit W.4, because as the workmen were starving they were asked to accept on protest. The Union in its letter dated 21st November 1962 Exhibit W.4 sent to HSMC protested against the illegal activities of the Corporation and forcing the retrenched workmen to write as 'full and final payment' at the time of receiving their payments and it was pointed out that HSMC was taking undue advantage of the starving position of the workmen.

It is obvious, therefore, that the workmen accepted the retrenchment compensation and Provident Fund money under protest because they were reduced to starvation level. For this reason, therefore, the fact that the workmen have received retrenchment compensation and Provident Fund money is no bar to the workmen challenging their retrenchment.

22. For the reasons given above, I would, therefore, answer the reference by holding that the retrenchment of 200 workmen, including 158 Ex. DVC employees.,

with effect from 15th September 1962 by the management of Messrs. HSMC (P) Limited as notified on 14th September 1962 was not justified.

23. The next question is to what relief then are the workmen entitled. On my finding that their retrenchment was not justified, they would be entitled to reinstatement, with continuity of service and full back wages, allowances and bonus, since 15th September 1962 when they were retrenched, to the date of their reinstatement.

24. This award must be implemented within one month from the date when this award becomes enforceable after its publication under Section 17 of the Act.

25. This is the award which I make and submit to the Government of India, under Section 15 of the Act.

*Dhanbad, the 31st December, 1963.*

(Sd.) RAJ KISHORE PRASAD,

Presiding Officer,

Central Government Industrial Tribunal, Dhanbad.

[No. 1/27/62-LR.II.]

*New Delhi, the 13th February 1964*

**S.O. 637.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Khas Karanpura Colliery, Post Office Patratu and their workmen, which was received by the Central Government on the 7th February, 1964.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference under Section 10(1) (d), of the Industrial Disputes Act, 1947 (XIV of 47).

REFERENCE No. 30 OF 1962

#### PARTIES:

Employers in relation to the Khas Karanpura Colliery P.O. Patratu

AND

Their workmen.

#### PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

#### APPEARANCES:

*For the Employers:* None

*For the Workmen:* None

STATE: Bihar.

INDUSTRY: Coal.

*Dhanbad, dated the 2nd January 1964*

#### AWARD

Ministry of Labour & Employment, Government of India by its Order No. 2/92/62-LR-II, dated the 20th September, 1962, referred, under Section 10(1) (d) of the Industrial Disputes Act, 1947, for adjudication to this Tribunal, an industrial dispute existing between the employers in relation to Khas Karanpura Colliery and their workmen in respect of the matter specified below:—

#### SCHEDULE

“Whether the placing of Shri Nityananda Prasad Lalla in Clerical Grade III in terms of the Award of the All India Industrial Tribunal (Colliery Disputes), as modified by the Labour Appellate Tribunal, by the management of Khas Karanpura Colliery in respect of the period

of his employment from the 20th April, 1958 to the 27th January, 1962 in the loading section, was correct? If not, to what relief is the workman entitled?"

2. The management on 16th October, 1962 submitted its written statement in which it alleged that considering the duties performed by the workman concerned he was correctly placed in clerical grade III in terms of the Award of the All India Industrial Tribunal (Colliery Disputes) and, therefore, he was not entitled to any relief.

3. The workman concerned was represented by Khas Karanpura Colliery Workers' Union and the said Union, in reply to the written statement of the management, submitted a rejoinder on 29th October, 1962 in which the case of the concerned workman was that he had been ever since his appointment in April, 1958 working as Loading Clerk, and, therefore, should have been placed legally in Grade II of the Clerical Grade under the Coal Award but had been deprived of his genuine rights and has been placed by the employers in the lower Grade III, and as such, he should be placed in Grade II of the Clerical Grade.

4. On 19th December, 1962 Shri S. S. Mukherjee, Advocate, appeared for the management and filed five documents, namely,

- (1) Railway forwarding notes for the period 29th October, 1956 to 6th December 1956 (one book).
- (2) Labour Wages Sheet in Form III for the period W.E. 10th March, 1957 to W.E. 14th April, 1957 (one book).
- (3) Attendance Register in form E for the period 4th August, 1958 to 28th December, 1958 (one book).
- (4) Staff Attendance Register for the period 1st April, 1960 to 31st March, 1961 (one book).
- (5) Letter No. MLS/32A/246, dated 2nd August, 1962 with enclosure, praying that they may be taken on record for being used at the time of hearing.

5. On 30th August 1963 Shri S. S. Mukherjee, Advocate, appeared for the management and Shri S. K. Mukherjee, Advocate, appeared for the concerned workman when the case was taken up for hearing at Ranchi at the request of the parties but later, on the petition filed by Shri S. K. Mukherjee, on behalf of the workman, the case was adjourned and parties were informed that the next date will be intimated to them later on.

6. On 7th December, 1963 date was fixed on 2nd January, 1964 for the hearing of the case at Dhanbad and the parties were directed to be informed accordingly. In pursuance of this order No. 18, dated 7th December, 1963 registered notices were sent to the Manager, Khas Karanpura Colliery and also to the General Secretary of the Khas Karanpura Colliery Workers' Union, which were served personally on both parties. In response to the notice issued the General Secretary sent a petition dated 29th December, 1963 saying that the workman concerned has now ceased to be a member of the Union and as such the Union has now no interest in the present reference. It was further said that the workman concerned, after leaving the membership of the Union, has started anti-Union activities under the direction of the employers and made himself connected with its illegal activities to spoil the good name of this Union. In these circumstances, it was stated that the Union has decided not to represent the case of the workman concerned before this Tribunal.

7. On the above petition being filed, I ordered on 31st December, 1963 to put it up on the date fixed. Today, on 2nd January, 1964, which was the date fixed in the case, I waited till 1 p.m. but neither the management nor the workman concerned himself nor their representatives appeared before the Tribunal. It cannot be said that the workman concerned has no information about the date of hearing of this case today because the workman having left the membership of the Union ought to have appeared before the Tribunal or sent a petition saying that he will represent his case personally. But nothing has so far been done. In these circumstances, the case was taken up for disposal in the absence of both the parties.

8. On the reference as worded, it was for the management to prove that the placing of the workman concerned in Clerical Grade III in terms of the Coal Award as modified by L.A.T. decision in respect of the period of his employment

from the 20th April, 1958 to the 27th January, 1962, in the loading section was correct. But, unfortunately, even the management has not appeared today. In spite of service of the notice of the hearing by registered post on it, it did not care even to tender the documents filed by it in evidence before this Tribunal in support of its case. The management knows its case and the fact that it was for the management to establish that the placing of the workman concerned in Clerical Grade III in terms of the Coal Award during the period in question in the Loading Section was correct, but in spite of knowing, the employers have not taken any step either to appear or to produce or to put in the documents filed in evidence or to take any other step at all.

9. It appears from the Failure Report dated the 3rd August, 1962, of the Conciliation Officer that the parties could not come to an agreement and, therefore, the proceedings concluded. The notes of discussions recorded on 31st July, 1962 by the Conciliation Officer on which date the Labour Officer of the management and the General Secretary of the Union were present were enclosed as Annexure 'C' to the Failure Report but it has not been sent to this Tribunal, and, therefore, nothing can be gathered about the nature of the discussions between the parties before the Conciliation Officer.

10. In the circumstances, for the reasons given above, I would answer the reference by holding that, for want of evidence to the contrary, it must be held that the placing of the workman concerned Shri Nityanand Prasad Lalla, in Clerical Grade III in terms of the Coal Award, as modified by L.A.T. decision, by the management of Khas Karanpura Colliery, in respect of the period of his employment from 20th April, 1958, to 27th January, 1962 in the loading section was not correct.

11. The next question is to what relief the workman concerned is entitled. In my opinion, the concerned workman is entitled to be placed in Clerical Grade II with effect from the 20th April, 1958 as prayed for by him in his written statement, and, further he would be entitled to his salary as of Clerical Grade II with effect from the 20th April 1958 *minus* the salary which he might have earned during the period from the 20th April 1958 to the date of his being put back in Clerical Grade II.

12. The management must implement this award within one month from the date when it becomes enforceable after its publication under Section 17 of the Act.

13. This is the award which I make and submit to the Government of India under Section 15 of the Act.

Sd./- RAJ KISHORE PRASAD,  
Presiding Officer,  
Central Government Industrial Tribunal, Dhanbad.

*Dhanbad, the 2nd January 1964.*

[No. 2/92/62-LR-II].

**S.O. 638.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under Section 33A of the said Act from Shri Latchiman Tamang, a workman of Indian Copper Corporation Limited, Post Office Ghatsila C/o Mosaboni Mines Labour Union, Post Office Mosaboni Mines, District Singhbhum, which was received by the Central Government on the 5th February, 1964.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.**  
In the matter of a Complaint under Section 33A of the Industrial Disputes Act, 1947  
(XIV of 47)

COMPLAINT No. 2 OF 1964.

(arising out of Reference No. 8 of 1962)

**PARTIES:**

Latchiman Tamang, B. No. 8164/PG. Mucker, C/o Mosaboni Mines Labour Union, P. O. Mosaboni Mines, Dt. Singhbhum.—*Complainant.*

Vs.

M/s. Indian Copper Corporation Ltd. P. O. Ghatsila.— *Opposite party.*

**PRESENT:**

Sri Raj Kishore Prasad, M.A., B.L., Presiding Officer.



## APPEARANCES:

*For the Complainant:*

Sri R. K. Nair, Assistant Secretary, Mosaboni Mines Labour Union.

*For the Opposite party:*

Sarvashree J. K. Ghosh, Advocate, with K. Ramamoorthi, Labour Officer.

STATE: Bihar.

INDUSTRY: Copper.

*Camp: Jamshedpur, dated the 29th January 1964*

## AWARD

This complaint was made by the workman, Latchiman Tamang, Mucker, in Reference No. 8 of 1962, under Section 33A of the Industrial Disputes Act, 1947 on 14th January, 1964 complaining against the termination of his service with effect from 1st January, 1964.

2. The case was fixed for hearing on 28th January 1964, when the main reference was fixed for hearing which was compromised on that date. This case, however, was adjourned to 29th January 1964 as parties intimated that they desired to compromise this complaint also.

3. On 29th January, 1964 Shri R. K. Nair appeared for the complainant and Sarvashree J. K. Ghosh, Advocate, and K. Ramamoorthi, Labour Officer appeared for the management and both of them filed a joint petition of compromise signed by Shri N. A. B. Hill, General Manager of the Company and Shri R. K. Nair, for the complainant, whereby they prayed that the complaint may be disposed of as having been withdrawn without adjudication.

4. In these circumstances, the complainant is permitted to withdraw his complaint and the complaint is accordingly disposed of.

5. This is the award which I make and submit to the Government of India under Section 15 of the Act.

Sd./- RAJ KISHORE PRASAD,

Presiding Officer,  
Central Government Industrial Tribunal,  
Dhanbad.

[No. 23/64/61-LR.II.]

## ORDERS

*New Delhi, the 12th February 1964*

**S.O. 639.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Kotma Colliery of Messrs Associated Cement Companies Limited, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

## SCHEDULE

Whether termination of services of all or any of the following workers is justified? If not, to what relief are they entitled?

- |                        |                              |
|------------------------|------------------------------|
| 1. Shri Ram Garib.     | 11. Shri D. N. Mishra.       |
| 2. Shri Dwarka Prasad. | 12. Shri Amjad Ali.          |
| 3. Shri Shiv Bahaoran. | 13. Shri Joseph.             |
| 4. Shri Kandhai Ram.   | 14. Shri Ramtirath.          |
| 5. Shri Bhagwat.       | 15. Shri R. K. Som.          |
| 6. Shri Sawamideen.    | 16. Shri Akali.              |
| 7. Shri Chediram.      | 17. Shri Madhav S/o Bharosa. |
| 8. Shri Vikramdutt.    | 18. Shri Lalla Prasad.       |
| 9. Shri Tilakraj.      | 19. Shri Vishnoo Prasad.     |
| 10. Shri Shankar Rov.  | 20. Shri Ansuya Prasad.      |

[No. 5/2/64-LR.II.]

**S.O. 640.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Kotma Colliery of Messrs Associated Cement Companies Limited, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the curtailment of leave facilities in respect of workmen brought on monthly rates of pay with effect from February, 1961, is justified? If not to what relief are such workmen entitled?

[No. 5/2/64-LR.II.]

**S.O. 641.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Kotma Colliery of Messrs Associated Cement Companies Limited, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the demand of the workers for allowing accumulation and carrying forward of sick leave is justified? If so to what extent?

[No. 5/2/64-LR.II.]

*New Delhi, the 14th February 1964*

**S.O. 642.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the nineteen Limestone Quarry Owners, Dehra Dun, specified in Schedule I annexed hereto, and their workmen in respect of the matters specified in Schedule II hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri J. K. Tandon, as the Presiding Officer, with headquarters at Lucknow and refers the said dispute for adjudication to the said Industrial Tribunal.

#### SCHEDULE

1. Messrs Punjab Lime and Limestone Company, 4-B, Rajas Road, Dehra Dun.
2. Messrs Seth Ram Autar, 4-B, Rajas Road, Dehra Dun.
3. Messrs Shivalik Minerals, Rajas Road, Dehra Dun.
4. Messrs Doon Valley Limestone Company, Rajas Road, Dehra Dun.
5. Messrs Seth Hari Chand Limestone Corporation, Gandhi Road, Dehra Dun.
6. Messrs Kundan Lal Suri and Brothers, 2, Hardwar Road, Dehra Dun.
7. Messrs Northern India Lime Marketing Association, Rest Camp, Dehra Dun.
8. Messrs Sardari Lal Oberoi, 2-A, Race Course Road, Dehra Dun.
9. Messrs Jai Ram Singh Oberoi, 10, Municipal Road, Dehra Dun.
10. Messrs Amolak Ram Oberoi, 10, Municipal Road, Dehra Dun.
11. Messrs Kalyani Limestone & Minerals Company, Nashville Road, Dehra Dun.

12. Messrs A. Dean and Company, Gandhi Road, Dehra Dun.
13. Messrs Shiv Narain Singh Negi, Dispensary Road, Dehra Dun.
14. Messrs Ganesh Limestone & Minerals Company, 48, Arhat Bazar, Dehra Dun.
15. Messrs R. K. Suri, Rest Camp, Dehra Dun.
16. Messrs Lakshmi Limestone Company, 14, Chakrata Road, Idgah, Dehra Dun.
17. Messrs Chhaturgun Gujral, New Road, Dehra Dun.
18. Messrs Lachhman Das Gujral, Akhara Mohalla, Dehra Dun.
19. Messrs Industrial Minerals Corporation, Muni-ki-Reti, Post Office Rishikesh, District Tehri Garhwal.

#### SCHEDULE II

1. Whether the demands made by the workmen of the Limestone Quarries of the employers mentioned in Schedule I, for the grant, in addition to the earned leave permissible under the Mines Act, of—

- (a) sick leave for seven days,
- (b) casual leave for twelve days, and
- (c) paid festival holidays for ten days.

are justified and if so, to what extent?

2. Whether the demand made by the workmen of the Limestone Quarries of the employers mentioned in Schedule I for bonus in respect of the years 1960-61, 1961-62 and 1962-63 at the rate of 25 per cent. of the profits is justified and if so, to what extent?

[No. 22/30/63-LR.II.]

A. L. HANDA, Under Secy.

*New Delhi, the 10th February 1964*

**S.O. 643.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras in the industrial dispute between the employers in relation to the Indian Bank Limited and their workmen which was received by the Central Government on the 5th February, 1964.

#### **BEFORE THE INDUSTRIAL TRIBUNAL MADRAS.**

**Tuesday, the twenty-eighth day of January**  
**One thousand nine hundred and sixty-four.**

#### **PRESENT:**

**Sri S. Ganapatia Pillai, B.A., B.L.,**

**Industrial Tribunal**

**I.D. No. 18/1960.**

**(Between the workmen and the management of the**  
**Indian Bank Ltd., Madras).**

#### **BETWEEN:**

1. The Workmen of the Indian Bank employed by it throughout the Union of India represented by The Indian Bank Employees Union, 39, Second Line Beach, Madras-1.
2. The Federation of the Indian Bank Employees Unions, 39, Second Line Beach, Madras-1.

#### **AND**

**The Management of Indian Bank Ltd., Indian Bank Buildings, North Beach**  
**Road, Madras-1.**

## REFERENCE

Order No. LR-II-10(76)/58, dated 18th February, 1960, Ministry of Labour and Employment, Government of India.

## ISSUE

What should be the quantum of bonus payable to the workmen for the year 1957.

This dispute coming on for final hearing on Tuesday the 24th December 1963 upon perusing the claim and counter statements and other material papers on record and upon hearing the arguments of Mr. B. Lakkappa Rai, Advocate for the management and Mr. V. G. Row, Advocate for the Unions and having stood over for consideration till this day the tribunal passed the following.

## AWARD

The only question referred for adjudication to this Tribunal by the Government of India, Ministry of Labour and Employment, under S. 7-A and sub-section 2 of S. 10 of the Industrial Disputes Act relates to the quantum of bonus payable to the workmen of the Indian Bank Ltd., for the year 1957. The total number of employees affected by this reference exclusive of the managerial staff is 2,349.

After the reference was taken on file by a predecessor of mine, the management took up the matter to the Madras High Court by way of writ petitions and writ appeal questioning the competency of this tribunal to hear the reference and the right of the employees to ask for disclosure of secret reserves of the Bank. After the matter was disposed of by the High Court, the reference was taken up by this tribunal for hearing and that partly accounts for the delay which has occurred in the disposal of this reference.

The claim of labour is for payment of 5 months wages as bonus excluding 50 days special golden jubilee bonus paid by the Bank on the occasion of celebration of Golden Jubilee of the Bank in 1957. For the year in question the management had paid a profit bonus calculated upon 57 days basic wages in addition to the 50 days special golden jubilee bonus. The demand of labour is that this golden jubilee bonus should be excluded from the profit bonus now claimed and therefore a further 93 days bonus should be paid to labour.

This demand was resisted by the management on various grounds. But fortunately the working sheet filed by the management with reference to ascertainment of the available surplus profit is accepted by the workers except on certain specified points. According to the amended working sheet filed by the management, the profit for the year 1957 is Rs. 32,01,184/-. This is accepted by the Union. From this sum the management seek to deduct gratuity paid to the ex-Secretary of the Bank who retired during the year in question amounting to Rs. 75,000/-. The Union object to this payment as not a permissible deduction from the profits. The Union also contend that the management have not added back a sum of Rs. 2,41,264/- representing the expenses of the Golden Jubilee Celebrations of the bank. This appears as item 11 at page 8 of the published balance sheet of the bank for the bonus year. The Union insist that this amount should be added back to the profits.

In the list of prior charges, the management seek to deduct 20 per cent of the profits earmarked and taken over to the Reserve Fund amounting to Rs. 3,40,237 according to the provisions of S. 17 of the Banking Companies Act. The Union object to this, as not being a permissible prior charge.

On the question of return on the balance available in the share premium account, the management claim a 6 per cent return namely Rs. 1,87,038/- while the Union would concede only a return of  $4\frac{1}{2}$  per cent namely Rs. 1,40,278/-.

The last point of difference between the parties is the claim made by the management for rehabilitation to which the Union take exception under various heads which I would detail when dealing with this question.

Thus, after taking into account the claim for rehabilitation made by the management to the extent of Rs. 3,75,900/- the available surplus profit according to the case of the management is Rs. 9,37,522/- while according to the Union, disregarding the claim for rehabilitation, the available surplus would be Rs. 21,13,174/-. The claim of the Union is that they would be entitled to a major share of this available surplus and therefore the claim made which amounts to Rs. 7,53,000/- taking into account the sum of Rs. 4,61,000/- already paid as bonus

would be well within the permissible share of the workers as laid down in the Desai Award.

The first question raised by Mr. Row for the workers was that the formula laid down in the Desai Award regarding payment of bonus to workers employed in banks would not apply to this case for various reasons advanced during his argument. But it is unnecessary for me to deal with this contention because while not giving up the contention that Desai's formula would not apply to this case, Mr. Row was prepared to argue the case on the supposition that that formula would apply. I take it for the purpose of this enquiry Mr. Row was willing to get an adjudication on the basis of the Desai formula being applicable.

It is unnecessary to recapitulate the nature of the claim for bonus made by the workmen in Banks, although Mr. Rai appearing for the management made a good point that the banking industry should not be treated on a par with other manufacturing industries in regard to claim for profit bonus. It is true that in paragraphs 37 and 38 of the Desai Award, Justice Desai adopted the principles laid down in the Sastry Tribunal in paragraph 357 of its award in regard to this question of bonus. There is no dispute about these principles and therefore I do not propose to encumber this award with a recapitulation of them. But in dealing with the Full Bench formula the Sastry Tribunal expressed a caution that in the case of banking industry which requires special safeguards for creation of reserves for various purposes and for the maintenance of confidence in the investing public, what would apply to manufacturing industries should not be bodily applied to the banking industry. I have kept this caution in my view. The Sastry Tribunal recommended that bonus should come only out of the available surplus of the profits after providing for prior charges, viz., (i) the amount that should be set apart statutorily for reserve under S. 17 of the Banking Companies Act; (ii) reasonable amounts that should be set apart by way of additional reserves and in accordance with sound banking principles for meeting such contingencies, as depreciation of securities, reserves for bad and doubtful debts, appropriation towards gratuity or pension fund and some amount to be carried over to the next year; (iii) reasonable dividends on paid-up capital and return on reserve funds; and (iv) amount required for taxes.

As regards reasonable return for the paid-up capital, the Sastry Tribunal was of the opinion that 6 per cent should be allowed both on paid-up capital as well as the reserves used as capital. As regards what would be the proper provision for reserves other than statutory reserves and taxation, the Sastry Tribunal expressed the opinion that it should not exceed 30 per cent of net profits. The net result of all these discussions in the Sastry Award as well as the Desai Award leaves the question in this form. Basically the Full Bench formula evolved by the Labour Appellate Tribunal will be applicable to banks, although suitable modifications may be evolved by the industrial tribunal having regard to the peculiar nature of the banking industry. The Supreme Court in 1960 (1) S.C.R. page 200 (*The Central Bank of India vs. Their workmen and the parties in connected appeals*) had to deal with some aspects of this question. After pointing out that profit bonus in the industrial sense in which it is understood is always a share in the profits of the company representing the labour's share of the contribution which it has made in the earning of profits, the Supreme Court said that the bonus formula evolved by the Full Bench did not lay down any fixed percentage which should go to labour out of the available surplus. They further pointed out that the share of the labour will be dependent upon a number of circumstances. They proceeded to point out that the nature of bonus was to fill the gap either wholly or in part between the living wage and the actual wage paid to labour and the payment of bonus was not hit by S. 10 of the Banking Companies Act which was amended in 1955.

In *Standard Vacuum Refining Co., of India vs. Its workmen* and another reported in 1961 (3) S.C.R. 536, the Supreme Court explained that the concept of a living wage has been an expanding one and was not a static concept which would bar the claim for bonus after a particular standard of wages was reached.

The result of all the decisions bearing on the question noticed by Justice Desai in his award is that although the full bench formula was elastic enough and could be applied to the banking industry for the purpose of ascertainment of the share of labour in the available surplus profits of a particular year, sufficient discretion is vested in the Industrial Tribunal to vary the incidences of the full bench formula in its application to the banking industry. But I do not find any authority for the contention that no bank could claim any rehabilitation allowance.

Subject to these general observations, and keeping in mind the principles laid down by the Supreme Court I will now proceed to deal with the points of dispute *seriatim*.

The first point relates to the gratuity paid to the ex-Secretary of the Bank in the year of bonus. This gentleman rose from the ranks and before appointment as Secretary held various offices in the bank. His total service was about 38 years and he held the post of the Secretary of the Bank for a period of nearly 18 years. The argument of Mr. Row on behalf of the Union was that there was no contractual obligation to pay gratuity to the Secretary under the terms of his appointment, because according to Articles 113 and 114 of the Articles of Association of the Indian bank, appointment of Secretary was by virtue of a contract. The terms of appointment in the case of this gentleman did not provide for payment of any gratuity. Gratuity is payable in most cases *ex gratia* and not as a matter of contractual obligation. Mr. Row also pointed out that the Secretary did not occupy the position of an employee because according to Article 100 of the Articles of Association, he is the management for certain purposes. The argument therefore ran that the management cannot pay itself any gratuity without contractual basis. In my opinion, Art. 100 is being misread for the purpose of this argument. Of course, the Secretary represents management for certain purposes, but that does not mean that he is the management. He is the chief executive of the bank and he mainly occupies the position of an employee of the bank, although for certain minor purposes under Art. 100 of the Articles of Association he represents the management. So, the question is not whether the Secretary ceased to be an employee and therefore could not claim any gratuity on the basis of his service, but whether treating him as an employee of the bank he would be governed by the conditions of service like other employees, which admittedly provide for payment of gratuity to any employee on a graded scale at the discretion of the Board of Directors. In my opinion even if the period of service as Secretary could not *ipso facto* count for gratuity because of want of provision in the terms of appointment relating to this matter, it should at least count for gratuity as extension of service in the lower category, that is to say, if before the appointment as Secretary the individual held the post of Deputy Secretary which appears to be the next lower appointment for a particular period, the period of his service as Secretary has to be added on to the rest of the period of his service for calculating the gratuity payable to the employee. This is but just because but for his appointment as Secretary, the gentleman in question would have earned gratuity according to the terms of service of employees prevailing in this bank. So, the equitable rule would be to treat his total service as 38 years and to consider the 18 years of service as Secretary as ordinary service for the purpose of gratuity.

Mr. Row has drawn my attention to a decision of the Labour Appellate Tribunal in *Beardsell and Co., Ltd.*, reported in 1956 I.L.L.J. 58 to show that the Industrial Tribunal has power to cut short any large profit paid to the managing director for the purpose of ascertaining the available surplus profit to determine the quantum of bonus payable to labour. Nobody disputes this power. But the question is whether the gratuity paid to the ex-Secretary amounts to any excessive remuneration paid to the Chief Executive of the bank. The argument that there is no contractual obligation to pay gratuity to the Secretary has therefore no force and the question must be determined on the basis that the ex-Secretary was entitled to gratuity on his total service of 38 years. On this calculation, the ex-Secretary would be entitled to a gratuity of Rs. 38,000/- and not Rs. 75,000/- paid by the Board of Directors. There is no evidence as to the salary last drawn by the ex-Secretary, though during the arguments it was assumed tacitly that he was drawing a salary in the neighbourhood of Rs. 3,000/- p.m. Even so, a sum of Rs. 38,000/- allowable as gratuity would not be an unreasonable reward to an employee of the bank who had served the institution loyally for 38 years.

In this connection though there can be no apt comparison I may point out that even for I.A.S. officers the Government do not allow any gratuity in excess of Rs. 24,000/-. But there is a difference, i.e., in the case of I.A.S. Officers, the normal maximum pay is Rs. 1,800/- except in the case of officers who belong to the special grade which provides for a maximum of Rs. 2,000/- p.m. Making due allowance for the difference in the maximum salary which could be drawn by an I.A.S. officer and the salary of Rs. 3,000/- which was drawn by the Ex-Secretary, a sum of Rs. 38,000/- as gratuity appears to me to be reasonable. Anything in excess of that would be an unreasonable provision. I, therefore, allow only a sum of Rs. 38,000/- as a permissible deduction on account of gratuity paid to the ex-Secretary.

Another argument of Mr. Row was that the whole of this gratuity should not be debited to the year of bonus but should be distributed over a period of 18 or 19 years. I am unable to appreciate the logic behind this argument, except that Mr. Row was able to point out that in the balance sheet of 1957 at page 2 the sum of Rs. 75,000/- paid as gratuity was not debited to the profits of the year

That is not at all determinative of the question. A special fund might have been created for the payment of gratuity and the amount paid as gratuity in any particular year might be debited to that account. But in ascertaining the available surplus profit of any particular year for the purpose of bonus, certainly the amount of gratuity paid to the ex-Secretary should be taken into account as a permissible deduction. It will be impossible to work out any acceptable formula by which gratuity paid in any year can be spread over for the entire period of service of the employee who received gratuity. The more equitable rule would be, having regard to the incidences of the expenditure and the normal expectation in regard to payment of gratuity to employees that the gratuity paid in any one year should be debited to the profit of that year. I would therefore permit a deduction of Rs. 38,000/- from out of the profits of the bonus year.

The second point of difference relates to the Golden Jubilee expenses incurred by the bank. That a sum of Rs. 2,41,264/- has been expended for the celebration of the Golden Jubilee is not in dispute. But labour insists that this should be added back to the profits, while the management say that it should be normally charged against the profits of the bonus year. An alternative argument of labour was that while normally this bank used to carry over Rs. two lakhs out of the profits of the previous year to the opening balance of the next year, in 1956 a sum of Rs. eight lakhs and odd was carried over to the opening balance of 1957 for the specific purpose of meeting the golden jubilee expenses. Out of this rupees six lakhs could be taken as a specific provision towards the golden jubilee expenses. The golden jubilee expenses incurred by this bank consisted of besides golden jubilee bonus to share holders, jubilee bonus paid to staff amounting to 50 days wages—Rs. 4,53,000/- and other jubilee expenditure amounting to Rs. 2,41,264/-. The total of the golden jubilee expenditure excluding the jubilee dividend therefore comes to Rs. 6,94,264/-. From out of this, Mr. Row contended, only Rs. 94,264/- could be debited to the profits of 1957 as jubilee expenses because the remaining six lakhs should be met out of the special provision made out of the profits of 1956 anticipating expenditure for the golden jubilee celebrations.

The union in paragraph 6 of their claim statement have stated that normally the management used to carry over about two lakhs of rupees to the next year's opening balance but a sum of Rs. 8,13,491/- was carried over from the profits of 1956 specifically to meet the golden jubilee expenses. It is further stated that to commemorate the celebration of the golden jubilee, share-holders were given 2 per cent tax-free dividend besides the usual dividend of 13 per cent tax-free. Every shareholder was also given presents in the shape of medals, pens or purses. When the management was called upon to explain the carry over of such a large sum of Rs. 8,13,491/- by the Reserve Bank, the management said that the excess of rupees six lakhs over the usual carry-over figure was intended to meet the golden jubilee celebration expenses.

The reply to this allegation is contained in paragraphs 9 and 10 of the counter statement filed by the management. The factual allegations made in paragraph 6 of the claim statement of the labour union are not controverted in paragraphs 9 and 10 of the counter statement filed by the management. Of course in these paras the management reiterated their contention that the golden jubilee expenses should be debited to the profit of the year in which golden jubilee was celebrated. The golden jubilee expense is an abnormal expenditure which occurs once in 50 years. To deduct the expenditure incurred towards the golden jubilee against the profits of the year in which golden jubilee occurred would be absolutely without any justification on principle. The jubilee is no doubt a fitting occasion for celebration by the institution but that would not lead to the conclusion that it should be treated as a normal item of expenditure debitable to the profit of the year in which the jubilee was celebrated. From the conduct of the management in providing nearly 6 lakhs of rupees out of the profits of the previous year towards the jubilee expenses, it is seen that they realised that this expenditure could not be met out of the normal profits of the year in which the jubilee occurred. Having regard to all these considerations, the argument of Mr. Row that to the extent to which the jubilee expenditure could be met out of the profits of the year 1956 carried over to the opening balance of the year 1957 it should not be again charged to the profits of the year 1957 is partially correct. Therefore, out of the total expenditure for the golden jubilee celebrations including bonus and presents but excluding dividend namely, Rs. 6,94,264/- only a sum of Rs. 94,264/- should be debited towards the profits of the year 1957. My finding therefore is that the management should add back Rs. 94,264/- and that the Union is not justified in their claim that the entire jubilee expenses minus the jubilee bonus amounting to Rs. 2,41,264/- should be added back to the profits of the year, but what should be added back is the amount in excess of rupees six lakhs, namely, Rs. 94,264/-.

The third and fourth points relate to (1) carry over to the Reserve fund made compulsory by S. 17 of the Banking Companies Act; and (2) the question whether the balance of the share premium account forms part of either capital or reserve and what should be the return it should earn.

Schedule VI of the Companies Act, 1956 makes it obligatory on companies to show the share premium reserves separately. S. 78 of the Companies Act provides the reason for this difference. The reason is that the share premium account does not become share capital and it does not earn any dividend.

Schedule III of the Banking Companies Act was not amended to make it obligatory to show the share premium balance separately as a reserve by the amending Act No. 33 of 1959. The argument therefore was that it was treated as equivalent to capital. In support of this argument, certain balance sheets of the Bank of Baroda and Bank of India (Ex. M-6, M-7) were relied upon. In those balance sheets the amount available in the share premium account was shown as part of the reserve fund. But Mr. Rai appearing for the management contended that the Canara Bank in their balance sheet dated December 1958 (Ex. M-10) showed the share premium reserve under the heading "Capital" and distinct from "Reserve Fund".

The relevant portion of S. 17 of the Banking Companies Act after amendment in 1959 reads thus:—

"Every banking company incorporated in India shall create a reserve fund and (unless the amount in such fund together with the amount in the share premium account is not less than its paid-up capital), shall, out of the balance of profit of each year as disclosed in the profit and loss account prepared under Section 29 and before any dividend is declared, transfer to the reserve fund a sum equivalent to not less than twenty per cent, of such profit."

Mr. Rai therefore argued that under S. 17 of the Banking Companies Act, as it stood before amendment in 1959 (the amendment being shown above within brackets) the amount available in the share premium account was not to be counted as reserve for the purpose of S. 17 of the Act. In support of this argument he pointed out that in the case of Banking Companies, in addition to the requirements as to what should be shown in the balance sheet as provided in part I of Schedule VI to the Companies Act, 1956, sub-section 1 of S. 29 of the Banking Companies Act provided that the balance sheet to be prepared for a banking company should conform to the form printed in the III Schedule to that Act. In the form printed in the III Schedule to the Banking Companies Act under the heading "Capital", there is no mention of the balance available in the share premium account. In my opinion nothing material turns upon the form of the Balance sheet provided under the Banking Companies Act or the Companies Act. Reserve fund and other reserves have been shown as separate item in the III Schedule to the Banking Companies Act always, whereas in Schedule VI of the Companies Act, it formed part of item 1, share capital. The Companies Act was re-enacted in 1956 and in the VI schedule to the Companies Act 1956, the share premium account was brought over to the heading "Reserves and Surplus". The particular heading to which share premium amount is allocated in the model balance sheet appended to the Companies Act would not determine the question. The character of the share premium amount must depend upon S. 78 of the Companies Act read with S. 29 of the Banking Companies Act. S. 78 of the Companies Act clearly indicates that the provisions of the Companies Act relating to the reduction of the share capital of a company should except as provided under S. 78 apply as if the share premium account were paid-up share capital of the company. Sub-section 2 of S. 78 however provides that notwithstanding anything contained in sub-section 1, share premium account may be applied by the company for issuing fully paid-up bonus share to members of the company, for writing off of the preliminary expenses of the company, expenses or commission paid or discount allowed on any issue of shares or debentures of the company, or for providing for the premium payable on the redemption of redeemable preference shares or of any debentures of the company. It will be found on examination that all these purposes mentioned in sub-section 2 relate to share capital or debentures of the company except one item which relates to writing off preliminary expenses of the company. The scheme of S. 78 therefore makes it clear that the share premium account is not share capital of the company, except by a fiction for certain specified purposes and it has to be treated as a reserve for most purposes although it can be used for purposes mentioned in S. 78 as though it were capital.



The first question for my determination is whether the transfer in 1957 of a sum of Rs. 3,40,237/- to the Reserve Fund from the profits should be allowed as a compulsory appropriation under S. 17 of the Banking Companies Act.

Before the amendment of Banking Companies Act in 1959, S. 17 as it stood did not clearly indicate that for the purpose of compulsory transfer to the reserves, any amount in the credit of the share premium account should be taken into account along with other reserves available to the Bank. There was a statutory duty on banks to create a reserve equal to the paid-up share capital. The position was made clear only by the amendment of the Banking Companies Act, Act 33 of 1959, by which the banking companies were exonerated from the duty of building up a reserve equal to the paid-up share capital of the institution, where such reserve fund together with the amount in the share premium account was equal to the paid-up share capital. Although the total amount transferred to the Reserve Fund in 1957 under Sec. 17 was about Rs. 10,00,000/- the management have claimed a deduction only for Rs. 3,40,237/- having regard to the requirement as to the reserve fund being equivalent to the paid-up share capital of the Indian Bank in 1957. I am, therefore, of opinion that in 1957 the law was not clear and as S. 17 then stood, the Indian Bank was under a duty to carry over to the reserve fund 20 per cent of its profits till the reserve fund equalled the paid-up share capital without taking into account the amount available in the share premium account. I, therefore, reject the argument of counsel for the Union that the Indian Bank was not entitled to deduct the sum of Rs. 3,40,237-00 transferred to the reserve fund under S. 17 of the Banking Companies Act as it then stood from the profits of the bonus year.

The next question is what is the rate of return on the share premium account which the bank would be entitled to, namely, whether it is 6 per cent treating it as capital or 4 per cent treating it as reserve fund used as working capital. The moment any portion of the share premium account is transferred to the Reserve Fund account, it does not get converted into the category of share capital of the bank. The limited purposes for which, under S. 78 of the Companies Act, the share premium account may be utilised, though partly analogous to the purposes for which share capital of the company can be utilised, do not have the effect of altering the fundamental character of the share premium account. Money transferred from the share premium account to the reserve fund under S. 17 of the Banking Companies Act still retains its character as non-capital amount, though it becomes part of the reserve of the bank. Therefore the bank could not claim a return of 6 per cent on the sum available in the share premium account, treating it as capital. They would be entitled only to 4 per cent return on this sum also just as any other reserve used as working capital. There is no dispute as to the rate of return allowable on the statutory reserves as distinguished from other reserves because the Desai Award indicated that  $4\frac{1}{2}$  per cent return should be allowed on the statutory reserves and other reserves should earn a return of 4 per cent. (Para 108 Desai Award).

A minor point under this head was the claim of the bank for a 4 per cent return on Rs. 11,62,108-39 indicated as provision for taxes. The argument of Mr. Row for the Union was that the chief accountant of the bank had said in his evidence that this sum was set apart as a specific fund to meet the income-tax liability and he further argued that there was no evidence to show that this also was utilised as working capital. In support of this argument counsel pointed out that under the Companies Act a distinction is drawn between reserves and provisions for items like taxation. To illustrate this point he referred to schedule VI of the old Companies Act wherein these two items are separately shown.

Mr. Rai appearing for the bank pointed out that the averment in paragraph 5 of the claim statement of the workers that the management had invested the surplus amount on hand available during the period, viz., Rs. 3,81,00,000/- as call money at a lesser rate of interest than the rate paid by the bank on deposits implied that this "provision for taxes" was also used as working capital. Even apart from that there can be no dispute that in the case of banks every available surplus cash with the bank is being put to use as working capital, though the manner of such use, viz., whether that amount would be utilised for long term loans or short term loans would depend upon the urgency or the need for which portions of the surplus amounts were ear-marked. There can therefore be no dispute in this case that this sum of Rs. 11,62,108-39 was also used as part of working funds of the bank and this sum should also earn a return at 4 per cent.

The last question in dispute between the parties relates to a sum of Rs. 3,75,900/- claimed by the bank as rehabilitation allowance. It is well settled by the decision of the Supreme Court in A.C.C. Ltd., case reported in 1959 I L.L.J. 644 that rehabilitation allowance can be claimed only for rehabilitation, replacement and modernisation of plant and not to provide for expansion of plant. In the present case the bank is claiming rehabilitation under 7 heads, viz., buildings; iron safes; furniture; cycles; typewriters, adding machines and franking machines, etc.; motor cars; and electrical appliances. Mr. Row for the union contends that rehabilitation could only be claimed on buildings and machines and not for cycles, iron safes and furniture. The principle upon which the claim for rehabilitation is accounted as a prior charge in calculating the available surplus profit for the purpose of bonus clearly implies that all wasting assets which require renewal at a future period should be provided for by rehabilitation allowance because the statutory depreciation of assets allowed by income-tax department is not sufficient to meet the cost of rehabilitation in view of the increasing cost of machines and plant after 1939. A building can be taken as a wasting asset because its life can be determined with certain amount of accuracy. I am unable to understand why iron safes, furniture and cycles should not also be treated as wasting assets. On reading the judgment of the Supreme Court in A.C.C. Ltd., case, and also the Indian Oxygen Case (1959 II L.L.J. 540) I am satisfied that every wasting asset is entitled to be taken note of in calculating the rehabilitation allowance.

In the case of Head Office building, the bank claims a sum of Rs. 1,99,500/-. No multiplier has been adopted for estimating the cost of replacement because the head office building was demolished in 1961. Though the estimated cost of the new head office building is more than Rs. 40,00,000/- (for which there is no reliable evidence) a sum of Rs. 12,00,000/- alone has been shown in the statement Ex. M-4 as the estimated cost of replacement because the old building consisted of only 3 storeys and the new proposed building will consist of more than three storeys. After taking note of the depreciation amount of Rs. 2,92,000/- as also the breakdown value at 5 per cent. of the cost price, the net amount required for rehabilitation is claimed to be Rs. 7,98,000/-. This has been divided by 4 on the footing that the life of the existing building could not exceed 4 years, having regard to the bonus year being 1957. Mr. Row for the union contended that there is no proper proof of the remainder life of the old building and of the estimated cost of the new building. It is true, that there is no exact material in the evidence to show what was the area of the ground floor, of the first floor and of the second floor of the old building which was demolished although it was said by M.W. 2 Sri V. S. Rangaswami that the built up area of the old building was 24,000 sq. ft. in the ground floor and the first floor area and the second floor area were progressively less. The value of the building which was demolished has now lost significance because the building is no more in existence. The evidence of the bank is that after the building was demolished, building materials fetched a price of Rs. 1,10,000/-. This has not been disputed by cross-examination. The remainder of the life of the old building given by the bank as 4 years can also be accepted in view of the evidence of M.W. 2 that the old building was more than 100 years old and it was decided to demolish it as it was unsafe and extensive repairs to make the building safe would be uneconomical. A retired Chief Engineer of the P.W.D. of the Government of Madras was consulted by the Board of Directors before they decided to demolish the building. Although that Chief Engineer has not been examined as a witness in this inquiry, the evidence of M.W. 2 who had inspected the old building is in my opinion sufficient to establish that it was not economical to prolong the life of the old building by extensive and costly repairs and that demolition of the old building was a practical business proposition. I, therefore, accept the remainder life of the old building given by the bank as 4 years.

On the question of estimated cost of replacement of the old building, the union disputes the sum of Rs. 12,00,000/- claimed by the bank because this is based on the estimate that the replacement cost should be worked out at Rs. 50/- per sq. ft. according to the evidence of M.W. 2. This is patently wrong on his own figures. Mr. Row pointed out that under rules 11 and 12 of the Madras Buildings and Rent Control Act, the Madras Government calculated the cost of construction for class I buildings at Rs. 18/- per sq. ft. for the ground floor, Rs. 17/- per sq. ft. for the first floor and Rs. 16/- per sq. ft. for the second floor. The rules were framed some years ago and they relate mainly to residential buildings, besides building costs have admittedly risen subsequently. It is common knowledge that even P.W.D. rates for building construction have been revised by the Madras Government recently and taking all these factors into account a flat rate of Rs. 25/- per sq. ft. as the average rate for the ground floor, first floor and second floor would be equitable. Therefore the estimated cost of replacement of the old building would come to only Rs. 6,00,000/-. Deducting from this sum, the depreciation amount and the

break down value as shown in Ex. M-4 the net amount required for rehabilitation would only be Rs. 1,98,000/-.

Mr. Row's argument that the spread over period for reoccupying this rehabilitation cost should be more than 4 years has some force because even as it now stands, six years have elapsed from 1957 and therefore in my opinion the proper divisor would be 6 and not 4. Thus, I would allow only Rs. 33,000/- as rehabilitation allowance for the bonus year for the head office building.

In respect of other branch offices buildings, management showed the cost price as Rs. 7,70,000/-; adopted a multiplier 2.5 and estimated the cost of replacement at Rs. 19,25,000/-. Full life of these buildings was taken by the bank to be 60 years and the divisor adopted was 30 taking that figure to be the remainder of the life. Mr. Row for the union takes exception to all these items on many grounds. He contended that the management had not distinguished between various buildings in the branch offices, having regard to the time at which those buildings were constructed or divided the blocks as pre-1939 and post-1939 buildings. Mr. Row also contended that in respect of pre-1939 block the reasonable multiplier would be 1.5 whereas in the case of post-1939 block it would be 1. There is no data on which the probable cost of replacement at a future time can be accurately gauged except the notable fact that building costs have increased considerably within the past 4 or 5 years.

According to the evidence of the Chief Accountant of the Bank 60 years has been taken as the average life of the buildings for rehabilitation purposes and a uniform remainder life has been adopted because he had no knowledge of the age of the respective branch offices buildings. He admitted that some branch office buildings like T. Nagar were new constructions. Having regard to the uncertainty regarding the data, Mr. Row is right in criticising the basis adopted by the management as leading to no definite result. Even otherwise the management has committed a mistake in taking the cost of the buildings as Rs. 7,70,000/- because almost all these buildings were purchased by the bank which means that the purchase price included the cost of site also. Obviously no rehabilitation allowance can be claimed for the cost of site and sites in big places like Madurai, Coimbatore, Trichy and Madras City are very costly compared to sites in small towns in which other buildings of the branch offices are situated. It is not possible therefore to adopt a uniform percentage for the price of sites, although Mr. Rai for the bank suggested 15 per cent. The best that I can do is to adopt an ad hoc percentage of 20 per cent. Thus, the cost price of the branch office buildings would be 4/5ths of Rs. 7,70,000/-, viz. Rs. 6,16,000/-. The multiplier of 2.5 adopted by the management in calculating the cost of replacement is not improper having regard to the fact that most of these buildings are old and construction costs have risen five or six times compared to pre-1939 costs according to the evidence of M.W. 2. I would therefore adopt the multiplier of 2.5 having regard to the increasing cost of building materials. So, the estimated cost of replacement would come to Rs. 15,40,000/-. Deducting from this sum, the depreciation amount of Rs. 236,000/- and the breakdown value of 5 per cent. of the cost price as found by me the net amount required for rehabilitation would come to Rs. 12,73,200/-.

Mr. Row for the union contended that the management had not deducted normal depreciation allowed by the income-tax authorities, but Mr. Rai pointed out that this had been deducted and in addition balance sheet valuation of the buildings was arrived at, after deducting up-to-date depreciation based upon actual depreciation which is higher than normal depreciation. Mr. Rai also pointed out that annual depreciation has been taken into account in arriving at the rehabilitation amount. In addition, although in the A. C. C. Ltd., case the maximum life of buildings was taken as 50 years, Mr. Rai pointed out that the management has taken the maximum life as 60 years.

Dividing the rehabilitation amount required, viz. Rs. 12,73,200/- by 30, the amount required for rehabilitation for the year would come to Rs. 42,440/-. I would allow this amount alone as rehabilitation allowance in respect of branch office buildings. The management have not claimed rehabilitation allowance for all the buildings owned by it in foreign countries, except in Penang and Kuala Lumpur. Even though there is no evidence of future life of these two buildings I see no reason to disallow the claim for these two foreign buildings because I treat them on a par with Indian Branch office buildings having regard to similar climatic conditions prevailing there.

The next item for which rehabilitation is claimed is iron safes. Cost price of the iron safes is given in Ex. M-4 as Rs. 2,73,000/-. Multiplier adopted is 2. There is no evidence worth the name to show what is the present price of iron safes.

compared to the price at which the existing iron safes were purchased and what was the price prevailing in 1957. Even in the absence of evidence as to the date of purchase of these iron safes, I can accept the multiplier 2 adopted by the management, having regard to the abnormal increase in the price of iron safes. Estimated cost of replacement can therefore be taken as Rs. 5,46,000/-. There being no dispute about the depreciation amount and the break down value 5 per cent, the net amount required for rehabilitation is Rs. 4,02,000/-. Full life of iron safes has been taken by the management to be 30 years and the expected remainder life has been taken to be 20 years. There is no data in the evidence for these assumptions. It is contended by labour on the strength of the evidence of a bank shroff W.W. 2 that many iron safes are in working condition for more than 30 years. Therefore I would take the full life of an iron safe as 40 years and the period during which rehabilitation is required as 30 years, that is to say, I will accept a divisor of 30 and not as 20. Dividing Rs. 4,02,000/- by 30, rehabilitation amount required for the bonus year would come to Rs. 13,400/- in respect of iron safes.

Next item is furniture both wooden and steel. The cost price of furniture is given in Ex. M-4 as Rs. 8,39,000/-. There is no dispute about it. Multiplier adopted for estimating the cost of replacement is 1.5. There can be no dispute about that also. Thus, the cost of replacement would come to Rs. 12,59,000/-. Full life of furniture has been stated by the Management to be 20 years and the divisor adopted is 12. M.W. 3 is the only witness examined on this point and he too speaks about only wooden furniture. According to his evidence, compared to 1939, price of wood has gone up in value five times and he estimates the life of items of furniture under two categories. Light items of furniture according to him last for 5 to 15 years and heavy items of furniture 25 to 30 years. There is no contra evidence except the evidence of the General Secretary of the Union W.W. 1. Even he has no personal knowledge on this matter. Accepting M.W. 3's evidence, although he does not give an indication as to the life of steel furniture the safe course to adopt would be to take the full life of furniture to be 20 years and the divisor to be 12 years. Thus, net amount required for rehabilitation would come to Rs. 66,200/- after deducting the depreciation amount of Rs. 4,23,000 and the break down value at 5 per cent. This will be the sum that I would allow as rehabilitation allowance for the bonus year in respect of furniture.

In the case of cycles, motor cars and electrical appliances, rehabilitation claimed in Ex. M-4 by the management has not been disputed by the union and I therefore allow these amounts, viz., Rs. 1,300/- for cycles, Rs. 11,400/- for cars and Rs. 1,700/- for electrical appliances.

In regard to typewriters, adding machines, franking machines etc., there is the evidence of M.W. 4 who speaks about only typewriters. According to his evidence, in 1950 a typewriter cost about Rs. 600/-, in 1957-58 the price rose to Rs. 1,148/- and in 1961-62 the price rose still higher to Rs. 1,740/-. He also gives the average life of a typewriter to be 10 years and the average life of adding machine to be 10 years. I do not fully accept his testimony because he himself admits that reconditioned typewriters work for four years more and it is not the case of the bank, according to the evidence of the Chief Accountant, that the bank does not recondition its typewriters. The safe course would therefore be to take the full life of typewriters, adding machines, franking machines etc. to be 12 years and to adopt a divisor of 8. On this basis, the amount required for rehabilitation would be Rs. 15,500/-, that is, Rs. 124,000/- being the net amount required for rehabilitation as shown in Ex. M-4 by the management divided by 8. The total rehabilitation amount which I allow for the bonus year therefore is Rs. 1,84,940/-.

On the basis of my above findings and on the basis that golden jubilee bonus should be added back to profits of 1957, net available surplus would be Rs. 14,24,828.00.

The crucial question for consideration now is how much of this available surplus profit is distributable as bonus for labour. In deciding this question Mr. Row for the union brought to my attention paragraph 110 at page 46 of the Desai Award in which it was indicated thus:

"In view of the provisions made as aforesaid under the scheme as evolved, generally speaking, labour in the case of a number of banks will become the major claimant."

The term "labour" will cover both workmen and non-workmen, that is to say, the entire staff including the managerial and officer staff. Mr. Row attempted to interpret this observation of Mr. Justice Desai as an inflexible rule that in every case a major portion of the available surplus should be distributed to labour as

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bonus. I do not agree. The words themselves are clear and the qualification "generally speaking" is all important.

The question for my determination is whether having regard to the facts established in this case the contention of Mr. Rai, counsel for the management, that the bonus claimed now should fall under the exception is well founded. The grounds urged by Mr. Rai in support of his contention are (1) that the bonus year was a very lucky year for the staff having regard to the distribution of jubilee bonus amounting to Rs. 4,53,000/- representing 50 days bonus for the entire staff; and (2) that as against this share of labour, so to say, the jubilee reward, shareholders got only Rs. 1,32,800/- representing a 2 per cent bonus dividend. To counter this argument, Mr. Row counsel for the union pointed out that bonus shares were announced during jubilee celebrations and one fully paid share was allotted to every shareholder who held 4 fully paid up shares, and this consumed about Rs. 16,50,000/-. The argument that the bonus shares came out of the accumulated profits has no legs to stand upon because it came out of the amount accumulated in the share premium account. Mr. Rai is therefore correct in saying that in the shape of reward which accrued to labour and to the shareholders during the bonus year by reason of the jubilee, it was labour that got a larger share than the shareholders.

It is true the Indian Bank has built up a very high reputation among South Indian Banks as a bank of very large financial resources, commanding great confidence of the investing public. This has been the result of a sound conservative banking policy followed by this bank for a number of years. Far from the large reserves built by this bank being an argument used by labour in furtherance of their contention for high bonus, I should think the conservative policy followed by this bank in the matter of dividend, namely, only 13 per cent. for the last 10 years, is an indication that shareholders have not been allowed to participate disproportionately in the profits earned by the bank all these years. Therefore, considering these matters and other matters which I would presently indicate, in my opinion, the rule as to major portion of the available surplus profit being allowed to labour will not apply to this case with reference to the bonus year 1957.

In considering the share of labour in the available surplus profit, it is well established that numerous other considerations should be taken note of. They are that a gratuity scheme is in force in the Indian Bank, that the Indian Bank for the past 10 years has consistently declared a moderate dividend of 13 per cent. to the shareholders, that although in the bonus year under S. 17 of the Banking Companies Act, the bank transferred nearly a sum of Rs. 10,00,000/- to the statutory reserve, only Rs. 3,40,237/- has been taken into account in calculating the available surplus profit for the purpose of bonus and above all there is the immediate prospect of an expenditure of about 40 lakhs for putting up the new Head Office buildings. Lastly, a sum of Rs. 10,25,000/- has been expended by the bank in relation to labour in the share of jubilee bonus and profit bonus already paid for 57 days. In these circumstances, I am satisfied that the demand for 5 months bonus is exaggerated.

The Supreme Court has observed in A. C. C. Ltd., what considerations should govern the distribution of the available surplus. Both the Sastry Award and the Desai Award have given caution that in the case of banking companies, modifications of the Full Bench formula would be advisable if the Industrial Tribunal having regard to the peculiar circumstances of the industry considered such modifications necessary.

The main distinction which I should bear in mind in this connection is that in the case of a manufacturing company making high profits and paying high bonus to the extent of 5 or 6 months wages and consequently landing itself in financial troubles, none but the shareholders and to some extent the staff and the creditors would be affected. But in the case of a bank besides these people, the public who have relations with the bank would also be affected and this important distinction should be determinative in considering the question how far a banking institution can afford to pay high bonus to its workmen.

Analysing the figures given by the management, it is seen that the wage bill of this bank in respect of workmen is nearly  $\frac{3}{5}$ th of the total paid to workmen and non-workmen. If a bonus representing 90 days or three months' wages for the workmen concerned in this reference and also other staff is recommended by me, it would consume a sum of about Rs. 8,62,000/-, leaving a sum of Rs. 5,62,828/- for the management and the shareholders. Of course, I must take into account the income-tax rebate which the management will get on the bonus paid which would come to nearly 4 lakhs.

Having regard to all the circumstances of this case, my award is that the workmen concerned in this dispute should be paid 90 days or three months' wages, excluding dearness and other allowances, as bonus for 1957. Consequently the bonus already paid for 57 days for 1957 will be deducted and the balance alone will be payable by the management under this award. This bonus would be payable to every one who was in the permanent employment of the bank during 1957. If any of them had died subsequently, such bonus should be payable to his or her representatives.

In view of the fact that the enquiry took about 10 days full hearing and a good deal of expenditure has been incurred by the union, I award, a sum of Rs. 750/- as costs payable to the Union by the management.

Sd./- S. GANAPATHIA PILLAI,

Industrial Tribunal.

*Witnesses examined for the Workers :*

1. Sri K. G. Narayanaswami (Clerk) . W. W. 1
2. Sri K. Radhakrishnan (Clerk) . W. W. 2

*Witnesses examined for the Management :*

1. Sri S. Murugaswami, Chief Accountant . M. W. 1
2. Sri V. S. Rangaswami, Engineer . M. W. 2
3. Sri K. V. Nagayya, Contractor . M. W. 3
4. Sri R. Rajagopalan, Sales Representative . M. W. 4

*Documents marked on the Workers side :*

" NIL "

*Documents marked on the Management side :*

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|------------|----------------------|---|
| Ex M-1     | D/- 30-9-1963 . . .  | Worksheet and other particulars furnished by the Bank.  |
| Ex M-2     | D/- 26-11-1963 . . . | Amended worksheet filed by the Bank.  |
| Ex M-3     | D - 31-12-1956 . . . | Balance sheet and Profit and Loss account of the Indian Bank, as on 31st December, 1956                         |
| Ex M-4     |                      | Tabular statement showing the amount of rehabilitation claimed under various heads.                             |
| Ex M-4 (a) |                      | Statement relating to the buildings of the bank at various places, their year of purchase and their cost price. |
| Ex M-4 (b) |                      | Statement showing the cost price and the depreciation earned on safes.  |
| Ex M-4 (c) |                      | Statement showing the cost price and the depreciation earned on furnitures.                                     |
| Ex M-4 (d) |                      | Statement showing the cost price and the depreciation earned on cycles.   |
| Ex M-4 (e) |                      | Statement showing the cost price and the depreciation earned on Typewriters, adding machines etc.               |
| Ex M-4 (f) |                      | Statement showing the cost price and the depreciation earned on cars.   |
| Ex M-4 (g) |                      | Statement showing the cost price and the depreciation earned on electrical goods.                               |
| Ex M-4 (h) |                      | Statement showing the year of purchase and cost price of safes at various branches.                             |
| Ex M-4 (i) |                      | Statement showing the year of purchase and cost price of furnitures at various branches.                        |

Ex M-4(j)				Statement showing the year of purchase and cost price of cycles at various branches.
Ex M-4(k)				Statement showing the year of purchase and cost price of typewriters, adding machines etc. at various branches.
Ex M-5	3-3-1956	.	.	Balance sheet and Profit and Loss a/c of the Indian Bank as on 31-12-1955.
Ex M-6	6-2-1958	.	.	Balance sheet and Profit and Loss a/c of the Bank of India as on 31-12-1957.
Ex M-7	17-2-1959	.	.	Balance sheet and Profit and Loss a/c of the Bank of Baroda as on 31-12-1958.
Ex M-8	4-2-1960	.	.	Balance sheet and Profit and Loss a/c of the Bank of Baroda as on 31-12-1959.
Ex M-9	12-3-1958	.	.	Balance sheet and Profit and Loss a/c of the Indian Bank as on 31-12-1957.
Ex M-10	D/- 16-1-1959	.	.	Balance sheet and Profit and Loss account of the Canara Bank as on 31-12-1958.
Ex M-11				True copy of the regulations governing the grant of special gratuity to staff of the Indian Bank.
Ex M-12				True copy of the resolution dated 10-12-1954 of the Board of Directors of the Indian Bank.
Ex M-13	D/- 8-10-1960	.	.	Report of the retired Chief Engineer, Sri J. M. Frederick.
Ex M-14	D/- 17-5-1960	.	.	Report of consulting Engineer Sri V. Subramanian on the Indian Bank Ltd., Head Office Building.

[No. 10(76)/58-LRIV.]

*New Delhi, the 12th February 1964*

S.O. 644.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following corrigendum made under rule 28 of the Industrial Disputes (Central) Rules, 1957, by the Central Government Industrial Tribunal, Bombay, in the award made in the industrial dispute between the Indian Merchants Chamber, Bombay, and their workmen, and published with the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 3248, dated the 13th November, 1963, namely:—

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY**

REFERENCE No. CGIT-33 OF 1963

**PARTIES:**

Employers in relation to the Indian Merchants Chamber Bombay.

**AND**

Their Workmen.

*Corrigendum to my award dated 30th October, 1963, in the above matter.*

In exercise of the powers conferred on me by Rule 28 of the Industrial Disputes (Central) Rules, 1957, I hereby issue the following corrigendum in respect of a clerical mistake which has accidentally occurred on page 4 in para 7 of my award;

"For the scale of basic wage under the heading "Stampmen" read Rs. 36—2—50—2½—70—5—75 instead of Rs. 35—2—50—2½—70—5—75".

(Sd.) SALIM M. MERCHANT,

Presiding Officer.

[No. 28/43/63-LRIV.]

*New Delhi, the 13th February 1964*

S.O. 645.—In pursuance of clause (e) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby nominates Shri Ganesha Mishra as a member to represent the Union territories vice Shri

L. S. Titus and makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment, No. S. O. 1879, dated the 11th June, 1962 namely :—

In the said notification, under the heading "Members" and the sub-heading "(Nominated by the Central Government under clause (e) of section 4 to represent Union Territories)", in item 22,—

for the entry "Shri L. S. Titus", the entry "Shri Ganesh Mishra" shall be substituted.

[No. F.1(4)/64-HI.]

**S.O. 646.**—In exercise of the powers conferred by section 73F of the 'Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment No. F.6 (101)/63-HI. dated the 9th September, 1963, namely:—

In the Schedule to the said notification,

item 2, and

the entries against it

occurring in columns 2, 3 and 4 respectively shall be omitted.

[No. F. 6(101)/63-HI.]

*New Delhi, the 17th February 1964*

**S.O. 647.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 23rd February, 1964, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force), and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the area within the Municipal limits of Masulipatnam in the State of Andhra Pradesh.

[No. F. 13(3)/64-HI.]

**S.O. 648.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 23rd February, 1964, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force), and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act, shall come into force in the following areas in Tanuku in the State of Andhra Pradesh, namely:—

*Mandapaka Panchayat bounded as under*

1. North: Tanuku Panchayat (S. No. 512)  
Paidiparru (S. No. 499) and  
Sajjapuram (S. No. 506).
2. South: Valpur (S. No. 546).
3. West: Varigedu (S. No. 160),  
Tatdedli (S. No. 2).
4. East: Tanuku (S. No. 512).

[No. F. 13(2)/64-HI.]

**S.O. 649.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factory in sparse area, hereby exempts the factory situated in the area in the State of Rajasthan mentioned in the Schedule below from the payment of the employers special contribution leviable under Chapter VA of the said Act until the enforcement of the provisions of Chapter V of the Act in that area.

#### SCHEDULE

Sl. No.	Name of District	Name of the area	Name of the factory
1.	Kotah	Bhiwani Mandi	M/s. Rajasthan Textile Mills, Bhiwani Mandi.

[No. F. 6(74)/63-HI.]



**S.O. 650.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 278, dated the 19th January, 1963, namely:—

In the said notification, in the entries against item 1,—

- (i) in sub-item (a), the words 'Avadi, Hamlet of' shall be omitted;
- (ii) in sub-item (b), the words "Pattabirram, Hamlet of" shall be omitted;
- (iii) in sub-item (d), for the entry "Chorancheri" the entry "Soranjeri" shall be substituted;
- (iv) in sub-item (e), the word 'and' shall be added at the end;
- (v) in sub-item (f), the word 'and' occurring at the end shall be omitted;
- (vi) sub-item (g) shall be omitted.

[No. F. 13(18)/63-HI.]

### ORDER

*New Delhi, the 17th February 1964*

**S.O. 651.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Central Bank of India Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal consisting of Shri K. L. Gosain as the Presiding Officer, with its headquarters at Chandigarh, and refers the said dispute for adjudication to the said Industrial Tribunal.

### SCHEDULE

1. Was the management of the Central Bank of India Ltd. justified in making the appointment of Shri Malvinder Singh with effect from the 20th December 1962 on a purely temporary basis? If not to what relief is the workman entitled?
2. Whether the action of the management in terminating the services of Shri Malvinder Singh with effect from 15th October 1963 was justified and if not, to what relief is the workman entitled?

[No. 51(8)/64-LRIV.]

O. P. TALWAR, Under Secy.

*New Delhi, the 17th February 1964*

**S. O. 652.**—In exercise of the powers conferred by sub-section (1) of section 3 read with section 4 and sub-section (2) of section 5 of the Minimum Wages Act, 1948 (11 of 1948) the Central Government, after considering the advice of the Committee appointed under sub-section (1) of section 5 of the said Act, hereby fixes the minimum rates of wages payable to the persons employed in (i) building operations in All India Radio Projects and in (ii) building operations in All India Radio Installation Works at the sums mentioned in the Schedule below against each categories of persons and directs that this notification shall come into force on and from 2nd March 1964.

## SCHEDULE

## (i) Building operations in All India Radio Projects

Categories of workers		All inclusive minimum rates of wages per day
(1)	(2)	
GULBARGA (Mysore)		Rs. nP.
<i>Skilled</i>		
1. Carpenter class I . . . . .		3.75
2. Mason class I . . . . .		3.75
3. Stone cutter . . . . .		3.75
4. Black Smith class I . . . . .		3.75
5. Painter/Polisher . . . . .		3.75
6. Mechanic class I . . . . .		3.75
7. Electrician . . . . .		3.75
8. Wireman . . . . .		3.75
9. Fitter class I . . . . .		3.75
10. Plumber . . . . .		3.75
11. Tin Smith . . . . .		3.75
<i>Semi-skilled</i>		
1. Carpenter class II . . . . .		2.81
2. Mason class II . . . . .		2.81
3. Black Smith class II . . . . .		2.81
4. Mechanic class II . . . . .		2.81
5. Fitter class II . . . . .		2.81
6. Cobbler . . . . .		2.81
<i>Unskilled</i>		
1. Male Mazdoor . . . . .		1.87
2. Female Mazdoor . . . . .		1.87
BHADRAVATI (Mysore State)		
<i>Skilled</i>		
1. Carpenter class I . . . . .		3.75
2. Mason class I . . . . .		3.75
3. Stone cutter . . . . .		3.75
4. Blacksmith class I . . . . .		3.75
5. Painter/Polisher . . . . .		3.75
6. Mechanic class I . . . . .		3.75
7. Electrician . . . . .		3.75
8. Wireman . . . . .		3.75
9. Fitter class I . . . . .		3.75
10. Plumber . . . . .		3.75
11. Tin Smith . . . . .		3.75
<i>Semi-skilled</i>		
1. Carpenter class II . . . . .		2.81
2. Mason class II . . . . .		2.81
3. Black Smith class II . . . . .		2.81
4. Mechanic class II . . . . .		2.81
5. Fitter class II . . . . .		2.81
6. Cobbler . . . . .		2.81
<i>Unskilled</i>		
1. Male Mazdoor . . . . .		1.87
2. Female Mazdoor . . . . .		1.87

(1)

(2)

SANGLI (Maharashtra)

Rs. nP.

*Skilled*

1. Carpenter class I	3.75
2. Mason class I	3.75
3. Stone Cutter	3.75
4. Black Smith class I	3.75
5. Painter/Polisher	3.75
6. Mechanic class I	3.75
7. Electrician	3.75
8. Wireman	3.75
9. Fitter class I	3.75
10. Plumber	3.75
11. Tin Smith	3.75

*Semi-skilled*

1. Carpenter class II	2.81
2. Mason class II	2.81
3. Black Smith class II	2.81
4. Mechanic class II	2.81
5. Fitter class II	2.81
6. Cobbler	2.81

*Unskilled*

1. Male Mazdoor	1.87
2. Female Mazdoor	1.87

PARBHANI (Maharashtra State)

*Skilled*

1. Carpenter class I	3.75
2. Mason class I	3.75
3. Stone Cutter	3.75
4. Black Smith class I	3.75
5. Painter/Polisher	3.75
6. Mechanic class I	3.75
7. Electrician	3.75
8. Wireman	3.75
9. Fitter class I	3.75
10. Plumber	3.75
11. Tin Smith	3.75

*Semi-skilled*

1. Carpenter class I	2.81
2. Mason class II	2.81
3. Blacksmith class II	2.81
4. Mechanic class II	2.81
5. Fitter class II	2.81
6. Cobbler	2.81

*Unskilled*

1. Male Mazdoor	1.87
2. Female Mazdoor	1.87

TIRUNELVELLI (Madras State)

*Skilled*

1. Carpenter class I	3.75
2. Mason class I	3.75
3. Stone Cutter	3.75

I

2

TIRUNELVELLI (Madras State)—*contd.*

Rs. nP.

*Skilled—contd.*

4. Blacksmith class I	3.75
5. Painter/Polisher	3.75
6. Mechanic class I	3.75
7. Electrician	3.75
8. Wireman	3.75
9. Fitter class I	3.75
10. Plumber	3.75
11. Tin Smith	3.75

*Semi-skilled*

1. Carpenter class II	2.81
2. Mason class II	2.81
3. Blacksmith class II	2.81
4. Mechanic class II	2.81
5. Fitter class II	2.81
6. Cobbler	2.81

*Unskilled*

1. Male Mazdoor	1.87
2. Female Mazdoor	1.87

## JORHAT (Assam)

*Skilled*

1. Carpenter class I	3.00
2. Mason class I	3.00
3. Stone Cutter	3.00
4. Blacksmith class I	3.00
5. Painter class I	3.00
6. Mechanic class I	3.00
7. Electrician class I	3.00
8. Wireman	3.00
9. Fitter class I	3.00
10. Welder Gas	3.00
11. Tailor for Upholstry	3.00
12. Tin Smith	3.00
13. Glazier	3.00
14. Rod Binder	3.00
15. Polisher	3.00
16. Plumber	3.00

*Semi-skilled*

1. Carpenter class II	2.25
2. Mason Class II	2.25
3. Black Smith class II	2.25
4. Mechanic class II	2.25
5. Fitter class II	2.25
6. Painter class II	2.25
7. Electrician Class II	2.25
8. Cobbler	2.25
9. Mazdoor for Heavy Weights	2.25

*Unskilled*

1. Mazdoor	1.50
2. Bhisti	1.50

(1)

(2)

Rs. nP.

SILIGURI (West Bengal)

*Skilled*

1. Carpenter class I . . . . .	3.75
2. Mason class I . . . . .	3.75
3. Stone Cutter . . . . .	3.75
4. Blacksmith class I . . . . .	3.75
5. Painter class I . . . . .	3.75
6. Mechanic class I . . . . .	3.75
7. Electrician class I . . . . .	3.75
8. Wireman . . . . .	3.75
9. Fitter class I . . . . .	3.75
10. Welder Gas . . . . .	3.75
11. Tailor for Upholstry . . . . .	3.75
12. Tin Smith . . . . .	3.75
13. Glazier . . . . .	3.75
14. Rod Binder . . . . .	3.75
15. Polisher . . . . .	3.75
16. Plumber . . . . .	3.75

*Semi-skilled*

1. Carpenter class II . . . . .	2.81
2. Mason class II . . . . .	2.81
3. Blacksmith class II . . . . .	2.81
4. Mechanic class II . . . . .	2.81
5. Fitter class II . . . . .	2.81
6. Painter class II . . . . .	2.81
7. Electrician class II . . . . .	2.81
8. Cobbler . . . . .	2.81
9. Mazdoor for heavy weight . . . . .	2.81

*Unskilled*

1. Mazdoor . . . . .	1.87
2. Bhisti . . . . .	1.87

KURSEONG (West Bengal)

*Skilled*

1. Carpenter class I . . . . .	3.00
2. Mason class I . . . . .	3.00
3. Stone Cutter . . . . .	3.00
4. Blacksmith class I . . . . .	3.00
5. Painter class I . . . . .	3.00
6. Mechanic class I . . . . .	3.00
7. Electrician class I . . . . .	3.00
8. Wireman . . . . .	3.00
9. Fitter class I . . . . .	3.00
10. Welder Gas . . . . .	3.00
11. Tailor for Upholstry . . . . .	3.00
12. Tin Smith . . . . .	3.00
13. Glazier . . . . .	3.00
14. Rod Binder . . . . .	3.00
15. Polisher . . . . .	3.00
16. Plumber . . . . .	3.00

*Semi-skilled*

1. Carpenter class II . . . . .	2.25
2. Mason class II . . . . .	2.25
3. Blacksmith class II . . . . .	2.25
4. Mechanic class II . . . . .	2.25
5. Fitter class II . . . . .	2.25

	(1)	(2)
		Rs. nP.
<i>Semi-skilled—contd.</i>		
6. Painter class II . . . . .		2.25
7. Electrician class II . . . . .		2.25
8. Cobbler . . . . .		2.25
9. Mazdoor for heavy weight . . . . .		2.25
<i>Unskilled</i>		
1. Mazdoor . . . . .		1.50
2. Bhisti . . . . .		1.50

## AGARTALA (Centrally Administered)

<i>Skilled</i>		
1. Carpenter class I . . . . .		3.75
2. Mason class I . . . . .		3.75
3. Stone Cutter . . . . .		3.75
4. Blacksmith class I . . . . .		3.75
5. Painter class I . . . . .		3.75
6. Mechanic class I . . . . .		3.75
7. Electrician class I . . . . .		3.75
8. Wireman . . . . .		3.75
9. Fitter class I . . . . .		3.75
10. Welder Gas . . . . .		3.75
11. Tailor Upholstry . . . . .		3.75
12. Tin Smith . . . . .		3.75
13. Glazier . . . . .		3.75
14. Rod binder . . . . .		3.75
15. Polisher . . . . .		3.75
16. Plumber . . . . .		3.75
<i>Semi-skilled</i>		
1. Carpenter class II . . . . .		2.81
2. Mason class II . . . . .		2.81
3. Blacksmith class II . . . . .		2.81
4. Mechanic class II . . . . .		2.81
5. Fitter class II . . . . .		2.81
6. Painter class II . . . . .		2.81
7. Electrician class II . . . . .		2.81
8. Cobbler . . . . .		2.81
9. Mazdoor for heavy weight . . . . .		2.81
<i>Unskilled</i>		
1. Mazdoor . . . . .		1.87
2. Bhisti . . . . .		1.87

## IMPHAL (Centrally Administered)

<i>Skilled</i>		
1. Carpenter class I . . . . .		3.75
2. Mason class I . . . . .		3.75
3. Stone Cutter . . . . .		3.75
4. Blacksmith class I . . . . .		3.75
5. Painter class I . . . . .		3.75
6. Mechanic class I . . . . .		3.75
7. Electrician class I . . . . .		3.75
8. Wireman . . . . .		3.75
9. Fitter class I . . . . .		3.75
10. Welder Gas . . . . .		3.75
11. Tailor Upholstry . . . . .		3.75
12. Glazier . . . . .		3.75
13. Rod Binder . . . . .		3.75

	(1)	(2)
<i>Skilled</i> —contd.		Rs. nP.
14. Polisher . . . . .		3.75
15. Plumber . . . . .		3.75
<i>Semi-skilled</i>		
1. Carpenter class II . . . . .		2.81
2. Mason class II . . . . .		2.81
3. Blacksmith class II . . . . .		2.81
4. Mechanic class II . . . . .		2.81
5. Fitter class II . . . . .		2.81
6. Painter class II . . . . .		2.81
7. Electrician class II . . . . .		2.81
8. Cobbler . . . . .		2.81
9. Mazdoor for heavy weight . . . . .		2.81
<i>Unskilled</i>		
1. Mazdoor . . . . .		1.87
2. Bhisti . . . . .		1.87

PORT BLAIR

<i>Skilled</i>		
1. Carpenter class I . . . . .		3.00
2. Mason class I . . . . .		3.00
3. Stone Cutter . . . . .		3.00
4. Blacksmith class I . . . . .		3.00
5. Painter class I . . . . .		3.00
6. Mechanic class I . . . . .		3.00
7. Electrician class I . . . . .		3.00
8. Wireman . . . . .		3.00
9. Fitter class I . . . . .		3.00
10. Welder Gas . . . . .		3.00
11. Tailor Upholstry . . . . .		3.00
12. Tinsmith . . . . .		3.00
13. Rod Binder . . . . .		3.00
14. Polisher . . . . .		3.00
15. Plumber . . . . .		3.00
<i>Semi-skilled</i>		
1. Carpenter class II . . . . .		2.25
2. Mason class II . . . . .		2.25
3. Blacksmith class II . . . . .		2.25
4. Mechanic class II . . . . .		2.25
5. Fitter class II . . . . .		2.25
6. Painter class II . . . . .		2.25
7. Electrician class II . . . . .		2.25
8. Cobbler . . . . .		2.25
9. Mazdoor for heavy weights . . . . .		2.25
<i>Unskilled</i>		
1. Mazdoor . . . . .		1.50
2. Bhisti . . . . .		1.50

BHAGALPUR (Bihar)

<i>Skilled</i>		
1. Carpenter class I . . . . .		4.50
2. Mason class I . . . . .		4.50
3. Stone Cutter . . . . .		4.50
4. Balcksmith class I . . . . .		4.50
5. Painter class I . . . . .		4.50
6. Mechanic class I . . . . .		4.50
7. Electrician class I . . . . .		4.50

(1)	(2)
<i>Skilled—contd.</i>	Rs. mP.
8. Wireman . . . . .	4.50
9. Fitter class I . . . . .	4.50
10. Celotex Cutter . . . . .	4.50
11. Welder Gas . . . . .	4.50
12. Tailor for Upholstry . . . . .	4.50
13. Tin smith . . . . .	4.50
14. Glazier . . . . .	4.50
15. Rod Binder . . . . .	4.50
16. Plumber . . . . .	4.50
17. Polisher . . . . .	4.50
<i>Semi-skilled</i>	
1. Carpenter class II . . . . .	3.37
2. Mason class II . . . . .	3.37
3. Blacksmith class II . . . . .	3.37
4. Mechanic class II . . . . .	3.37
5. Fitter class II . . . . .	3.37
6. Painter class II . . . . .	3.37
7. Electrician class II . . . . .	3.37
8. Cobbler . . . . .	3.37
9. Mazdoor for heavy weight . . . . .	3.37
<i>Unskilled</i>	
1. Mazdoor . . . . .	2.25
2. Bhisti . . . . .	2.25

## SAMBALPUR (Orissa)

<i>Skilled</i>	
1. Carpenter class I . . . . .	3.75
2. Mason class I . . . . .	3.75
3. Blacksmith class I . . . . .	3.75
4. Stone Cutter . . . . .	3.75
5. Painter class I . . . . .	3.75
6. Mechanic class I . . . . .	3.75
7. Electrician class I . . . . .	3.75
8. Wireman . . . . .	3.75
9. Fitter class I . . . . .	3.75
10. Welder Gas . . . . .	3.75
11. Tailor for Upholstry . . . . .	3.75
12. Tin smith . . . . .	3.75
13. Glazier . . . . .	3.75
14. Rod Binder . . . . .	3.75
15. Polisher . . . . .	3.75
16. Plumber . . . . .	3.75
<i>Semi-skilled</i>	
1. Carpenter class II . . . . .	2.81
2. Blacksmith class II . . . . .	2.81
3. Mason class II . . . . .	2.81
4. Mechanic class II . . . . .	2.81
5. Fitter class II . . . . .	2.81
6. Painter class II . . . . .	2.81
7. Electrician class II . . . . .	2.81
8. Cobbler . . . . .	2.81
9. Mazdoor for heavy weight . . . . .	2.81
<i>Unskilled</i>	
1. Mazdoor . . . . .	1.87
2. Bhisti . . . . .	1.87



(1)	(2)
Rs. nP.	
JEYPORE (Orissa)	
1. Carpenter class I . . . . .	3'00
2. Mason class I . . . . .	3'00
3. Stone Cutter . . . . .	3'00
4. Blacksmith class I . . . . .	3'00
5. Painter class I . . . . .	3'00
6. Mechanic class I . . . . .	3'00
7. Electrician class I . . . . .	3'00
8. Wireman . . . . .	3'00
9. Fitter class I . . . . .	3'00
10. Welder Gas . . . . .	3'00
11. Tailor for Upholstry . . . . .	3'00
12. Tin smith . . . . .	3'00
13. Glazier . . . . .	3'00
14. Rod Binder . . . . .	3'00
15. Polisher . . . . .	3'00
16. Plumber . . . . .	3'00
<i>Semi-skilled</i>	
1. Carpenter class II . . . . .	2'25
2. Mason class II . . . . .	2'25
3. Blacksmith class II . . . . .	2'25
4. Mechanic class II . . . . .	2'25
5. Fitter class II . . . . .	2'25
6. Painter class II . . . . .	2'25
7. Electrician class II . . . . .	2'25
8. Cobbler . . . . .	2'25
9. Mazdoor for heavy weight . . . . .	2'25
<i>Unskilled</i>	
1. Mazdoor . . . . .	1'50
2. Bhisti . . . . .	1'50

VISHAKHAPATNAM (Andhra)

*Skilled*

1. Carpenter class I . . . . .	4'50
2. Mason class I . . . . .	4'50
3. Stone Cutter . . . . .	4'50
4. Blacksmith class I . . . . .	4'50
5. Painter class I . . . . .	4'50
6. Mechanic class I . . . . .	4'50
7. Electrician class I . . . . .	4'50
8. Wireman . . . . .	4'50
9. Fitter class I . . . . .	4'50
10. Celotex Cutter . . . . .	4'50
11. Welder Gas . . . . .	4'50
12. Tailor for Upholstry . . . . .	4'50
13. Tinsmith . . . . .	4'50
14. Glazier . . . . .	4'50
15. Rod Binder . . . . .	4'50
16. Polisher . . . . .	4'50
17. Plumber . . . . .	4'50

*Semi-skilled*

1. Carpenter class II . . . . .	3'37
2. Mason class II . . . . .	3'37
3. Blacksmith class II . . . . .	3'37
4. Mechanic class II . . . . .	3'37

(1)	(2)
<i>Semi-Skilled—contd.</i>	Rs. nP.
5. Painter class II . . . . .	3'37
6. Fitter class II . . . . .	3'37
7. Electrician class II . . . . .	3'37
8. Cobbler . . . . .	3'37
9. Mazdoor for heavy weight . . . . .	3'37
<i>Unskilled</i>	
1. Mazdoor . . . . .	2'25
2. Bhisti . . . . .	2'25

## CUDDAPAH (Andhra)

<i>Skilled</i>	
1. Carpenter class I . . . . .	3'75
2. Mason class I . . . . .	3'75
3. Stone Cutter . . . . .	3'75
4. Blacksmith class I . . . . .	3'75
5. Painter class I . . . . .	3'75
6. Mechanic class I . . . . .	3'75
7. Electrician class I . . . . .	3'75
8. Wireman . . . . .	3'75
9. Fitter class I . . . . .	3'75
10. Celotex Cutter . . . . .	3'75
11. Welder Gas . . . . .	3'75
12. Tailor for Upholstry . . . . .	3'75
13. Tinsmith . . . . .	3'75
14. Glazier . . . . .	3'75
15. Rod Binder . . . . .	3'75
16. Polisher . . . . .	3'75
17. Plumber . . . . .	3'75

<i>Semi-skilled</i>	
1. Carpenter class II . . . . .	2'81
2. Mason class II . . . . .	2'81
3. Blacksmith class II . . . . .	2'81
4. Mechanic class II . . . . .	2'81
5. Fitter class II . . . . .	2'81
6. Electrician class II . . . . .	2'81
7. Painter class II . . . . .	2'81
8. Cobbler . . . . .	2'81
9. Mazdoor for heavy weight . . . . .	2'81

<i>Unskilled</i>	
1. Mazdoor . . . . .	1'87
2. Bhisti . . . . .	1'87

## JABALPUR, VARANASI, BIKANER &amp; GWALIOR

<i>Skilled</i>	
1. Carpenter class I . . . . .	4'50
2. Mason class I . . . . .	4'50
3. Mason Stone cutting . . . . .	4'50
4. Painter . . . . .	4'50
5. Plumber . . . . .	4'50
6. Fitter class I . . . . .	4'50
7. Mistry . . . . .	4'50
8. Blacksmith class I . . . . .	4'50
9. Tinsmith . . . . .	4'50
10. Spray painter . . . . .	4'50
11. Electrician . . . . .	4'50

(1)

(2)

<i>Skilled—contd.</i>								Rs. nP.
12.	Wireman	.	.	.	.	.	.	4'50
13.	Line Man	.	.	.	.	.	.	4'50
14.	Radio Mechanic	.	.	.	.	.	.	4'50
15.	Mechanic	.	.	.	.	.	.	4'50
<i>Semi-skilled</i>								
1.	Carpenter class II	.	.	.	.	.	.	3'37
2.	Blacksmith class II	.	.	.	.	.	.	3'37
3.	Mason class II	.	.	.	.	.	.	3'37
4.	Fitter class II/Asstt. Fitter	.	.	.	.	.	.	3'37
5.	Assistant Mechanic	.	.	.	.	.	.	3'37
6.	Cobbler	.	.	.	.	.	.	3'37
<i>Unskilled</i>								
1.	Bhisti	.	.	.	.	.	.	2'25
2.	Mate	.	.	.	.	.	.	2'25
3.	Bandahani	.	.	.	.	.	.	2'25
4.	Beldar	.	.	.	.	.	.	2'25
5.	Chowkidar	.	.	.	.	.	.	2'25
6.	Khalasi	.	.	.	.	.	.	2'25

#### RAIPUR AND UDAIPUR

<i>Skilled</i>								
1.	Carpenter class I	.	.	.	.	.	.	4'50
2.	Mason class I	.	.	.	.	.	.	4'50
3.	Mason stone cutting	.	.	.	.	.	.	4'50
4.	Painter	.	.	.	.	.	.	4'50
5.	Plumber	.	.	.	.	.	.	4'50
6.	Fitter class I	.	.	.	.	.	.	4'50
7.	Mistry	.	.	.	.	.	.	4'50
8.	Blacksmith class I	.	.	.	.	.	.	4'50
9.	Tinsmith	.	.	.	.	.	.	4'50
10.	Spray Painter	.	.	.	.	.	.	4'50
11.	Electrician	.	.	.	.	.	.	4'50
12.	Wireman	.	.	.	.	.	.	4'50
13.	Line Man	.	.	.	.	.	.	4'50
14.	Radio Mechanic	.	.	.	.	.	.	4'50
15.	Mechanic	.	.	.	.	.	.	4'50

<i>Semi-skilled</i>								
1.	Carpenter class II	.	.	.	.	.	.	3'37
2.	Mason class II	.	.	.	.	.	.	3'37
3.	Blacksmith class II	.	.	.	.	.	.	3'37
4.	Fitter class II/Assistant Fitter	.	.	.	.	.	.	3'37
5.	Assistant Mechanic	.	.	.	.	.	.	3'37
6.	Cobbler	.	.	.	.	.	.	3'37

<i>Unskilled</i>								
1.	Bhisti	.	.	.	.	.	.	2'25
2.	Bandhani	.	.	.	.	.	.	2'25
3.	Mate	.	.	.	.	.	.	2'25
4.	Beldar	.	.	.	.	.	.	2'25
5.	Chowkidar	.	.	.	.	.	.	2'25
6.	Khalasi	.	.	.	.	.	.	2'25

(ii) *Building operations in All India Radio Installation Works.*

Categories of workers	All inclusive minimum rates of wages per day
1	2
<b>AHMEDABAD</b>	
<i>Skilled</i>	
1. Carpenter Class I . . . . . 2. Mason Class I . . . . . 3. Stone Cutter . . . . . 4. Black Smith Class I . . . . . 5. Painter/Polisher . . . . . 6. Mechanic Class I . . . . . 7. Electrician . . . . . 8. Wireman . . . . . 9. Fitter Class I . . . . . 10. Plumber . . . . .	} Rs. 4.50 for each item.
<i>Semi-skilled</i>	
1. Carpenter Class II . . . . . 2. Mason, Class II . . . . . 3. Black Smith, Class II . . . . . 4. Mechanic, Class II . . . . . 5. Fitter, Class II . . . . . 6. Cobler . . . . .	} Rs. 3.37 for each item.
<i>Unskilled</i>	
1. Male Mazdoor . . . . . 2. Female Mazdoor . . . . .	Rs. 2.25 Rs. 2.25
<b>BOMBAY</b>	
<i>Skilled</i>	
1. Carpenter Class I . . . . . 2. Mason Class I . . . . . 3. Stone cutter . . . . . 4. Black Smith Class I . . . . . 5. Painter/Polisher . . . . . 6. Mechanic Class I . . . . . 7. Electrician . . . . . 8. Wireman . . . . . 9. Fitter Class I . . . . . 10. Plumber . . . . . 11. Mast Rigger/Mechanic . . . . .	} Rs. 5.00 for each item.
<i>Semi-skilled</i>	
1. Carpenter Class II . . . . . 2. Mason Class II . . . . . 3. Black Smith Class II . . . . . 4. Mechanic Class II . . . . . 5. Fitter Class II . . . . . 6. Cobler . . . . .	} Rs. 3.75 for each item.
<i>Unskilled</i>	
1. Male Mazdoor . . . . . 2. Female Mazdoor . . . . .	Rs. 2.50 Rs. 2.50

(1)

(2)

### BANGALORE

#### *Skilled*

- |                        |                        |
|------------------------|------------------------|
| 1. Carpenter Class I   |                        |
| 2. Mason Class I       |                        |
| 3. Stone cutter        |                        |
| 4. Black smith Class I | Rs. 4.50 for each item |
| 5. Painter/Polisher    |                        |
| 6. Mechanic Class I    |                        |
| 7. Electrician         |                        |
| 8. Wireman             |                        |
| 9. Fitter Class I      |                        |
| 10. Plumber.           |                        |

#### *Semi-skilled.*

- |                        |                         |
|------------------------|-------------------------|
| 1. Carpenter Class II  |                         |
| 2. Mason Class II      |                         |
| 3. Blacksmith Class II | Rs. 3.37 for each item. |
| 4. Mechanic Class II   |                         |
| 5. Fitter Class II     |                         |
| 6. Cobbler             |                         |

#### *Un-skilled.*

- |                   |                         |
|-------------------|-------------------------|
| 1. Male Mazdoor   |                         |
| 2. Female Mazdoor | Rs. 2.25 for each item. |

### DHARWAR

- |                      |                         |
|----------------------|-------------------------|
| 1. Carpenter Class I |                         |
| 2. Mason Class I     |                         |
| 3. Stone Cutter      |                         |
| 4. Black smith Class |                         |
| 5. Painter/Polisher  | Rs. 3.75 for each item. |
| 6. Mechanic Class I  |                         |
| 7. Electrician       |                         |
| 8. Wireman           |                         |
| 9. Fitter Class I    |                         |
| 10. Plumber          |                         |

#### *Semi-skilled.*

- |                         |                        |
|-------------------------|------------------------|
| 1. Carpenter Class II   |                        |
| 2. Mason Class II       |                        |
| 3. Black smith Class II | Rs. 2.81 for each item |
| 4. Mechanic Class II    |                        |
| 5. Fitter Class II      |                        |
| 6. Cobbler              |                        |

#### *Unskilled*

- |                   |                         |
|-------------------|-------------------------|
| 1. Male Mazdoor   | Rs. 1.87 for each item. |
| 2. Female Mazdoor |                         |

### HYDERABAD

#### *Skilled.*

- |                        |                         |
|------------------------|-------------------------|
| 1. Carpenter Class I   |                         |
| 2. Mason Class I       |                         |
| 3. Stone cutter        |                         |
| 4. Black smith Class I | Rs. 4.50 for each item. |
| 5. Painter/Polisher    |                         |
| 6. Mechanic Class I    |                         |
| 7. Electrician         |                         |
| 8. Wireman             |                         |

(1)

(2)

*Skilled—contd.*

- |                          |                         |
|--------------------------|-------------------------|
| 9. Fitter Class I        |                         |
| 10. Plumber              |                         |
| 11. Spray painter        |                         |
| 12. Mast Rigger/Mechanic | Rs. 4.50 for each item. |

*Semi-skilled*

- |                        |                         |
|------------------------|-------------------------|
| 1. Carpenter Class II  |                         |
| 2. Mason Class II      |                         |
| 3. Blacksmith Class II |                         |
| 4. Mechanic Class II   | Rs. 3.37 for each item. |
| 5. Fitter Class II     |                         |
| 6. Cobbler             |                         |

*Un-skilled*

- |                   |                         |
|-------------------|-------------------------|
| 1. Male Mazdoor   | Rs. 2.25 for each item. |
| 2. Female Mazdoor |                         |

## KOZHIKODE

*Skilled*

- |                     |                         |
|---------------------|-------------------------|
| 1. Carpenter        |                         |
| 2. Mason            |                         |
| 3. Stone Cutter     |                         |
| 4. Blacksmith       |                         |
| 5. Painter/Polisher | Rs. 4.50 for each item. |
| 6. Mechanic         |                         |
| 7. Electrician      |                         |
| 8. Wireman          |                         |
| 9. Fitter           |                         |
| 10. Plumber         |                         |

*Semi-skilled*

- |         |          |
|---------|----------|
| Cobbler | Rs. 3.37 |
|---------|----------|

*Un-skilled*

- |                   |          |
|-------------------|----------|
| 1. Female Mazdoor | Rs. 2.25 |
| 2. Male Mazdoor   | Rs. 2.25 |

## NAGPUR

*Skilled.*

- |                       |                         |
|-----------------------|-------------------------|
| 1. Carpenter Class I  |                         |
| 2. Mason Class I      |                         |
| 3. Stone Cutter       |                         |
| 4. Blacksmith Class I |                         |
| 5. Painter/Polisher   | Rs. 4.50 for each item. |
| 6. Mechanic Class I   |                         |
| 7. Electrician        |                         |
| 8. Wireman            |                         |
| 9. Fitter Class I     |                         |
| 10. Plumber           |                         |

*Semi-skilled*

- |                        |                         |
|------------------------|-------------------------|
| 1. Carpenter Class II  |                         |
| 2. Mason Class II      |                         |
| 3. Black Smith Class I | Rs. 3.37 for each item. |
| 4. Mechanic Class II   |                         |
| 5. Fitter Class II     |                         |
| 6. Cobbler             |                         |

(1)

(2)

*Un-skilled*

- |                     |          |
|---------------------|----------|
| 1. Male Mazdoor     | Rs. 2.25 |
| 2. Female Mazdoor . | Rs. 2.25 |

## POONA

*Skilled*

- |                 |                         |
|-----------------|-------------------------|
| 1. Stone Cutter |                         |
| 2. Blacksmith   |                         |
| 3. Mechanic     |                         |
| 4. Electrician  | Rs. 4.50 for each item. |
| 5. Fitter       |                         |
| 6. Mast Rigger] |                         |

## RAJKOT

*Skilled.*

- |                 |                         |
|-----------------|-------------------------|
| 1. Stone Cutter |                         |
| 2. Electrician  | Rs. 4.50 for each item. |
| 3. Fitter       |                         |
| 4. Plumber      |                         |

*Semi-skilled*

- |         |          |
|---------|----------|
| Cobbler | Rs. 3.37 |
|---------|----------|

*Un-skilled*

- |                |          |
|----------------|----------|
| Female Mazdoor | Rs. 2.25 |
|----------------|----------|

## TIRUCHI

*Skilled*

- |                      |                        |
|----------------------|------------------------|
| 1. Carpenter Class I |                        |
| 2. Mason Class I     |                        |
| 3. Stone Cutter      |                        |
| 4. Blacksmith I      |                        |
| 5. Painter/Polisher  | Rs. 4.50 for each item |
| 6. Mechanic Class I  |                        |
| 7. Electrician       |                        |
| 8. Wireman           |                        |
| 9. Fitter Class I    |                        |
| 10. Plumber          |                        |

*Semi-skilled*

- |                        |                         |
|------------------------|-------------------------|
| 1. Carpenter Class II  |                         |
| 2. Mason Class II      |                         |
| 3. Blacksmith Class II | Rs. 3.37 for each item. |
| 4. Mechanic Class II   |                         |
| 5. Fitter Class II     |                         |
| 6. Cobbler             |                         |

*Un-skilled*

- |                     |          |
|---------------------|----------|
| 1. Male Mazdoor     | Rs. 2.25 |
| 2. Female Mazdoor . | Rs. 2.25 |

## TRICHUR

*Skilled*

- |                        |                         |
|------------------------|-------------------------|
| 1. Carpenter Class I   |                         |
| 2. Mason Class I       |                         |
| 3. Stone Cutter        | Rs. 3.75 for each item. |
| 4. Blacksmith Class I. |                         |
| 5. Painter/Polisher    |                         |

(1)

(2)

*Skilled—contd.*

- |                     |                         |
|---------------------|-------------------------|
| 6. Mechanic Class I |                         |
| 7. Electrician      |                         |
| 8. Wireman          |                         |
| 9. Fitter Class I   | Rs. 3.75 for each item. |
| 10. Plumber         |                         |

*Semi-skilled*

- |                        |                         |
|------------------------|-------------------------|
| 1. Carpenter Class II  |                         |
| 2. Mason Class II      |                         |
| 3. Blacksmith Class II | Rs. 2.81 for each item. |
| 4. Mechanic Class II   |                         |
| 5. Fitter Class II     |                         |
| 6. Cobbler             |                         |

*Un-skilled*

- |                   |          |
|-------------------|----------|
| 1. Male Mazdoor   | Rs. 1.87 |
| 2. Female Mazdoor | Rs. 1.87 |

## TRIVANDRUM (B)

*Skilled*

- |                       |                         |
|-----------------------|-------------------------|
| 1. Carpenter Class I  |                         |
| 2. Mason Class I      |                         |
| 3. Stone Cutter       |                         |
| 4. Blacksmith Class I |                         |
| 5. Painter/Polisher   | Rs. 4.50 for each item. |
| 6. Mechanic Class I   |                         |
| 7. Electrician        |                         |
| 8. Wireman            |                         |
| 9. Fitter Class I     |                         |
| 10. Plumber           |                         |

*Semi-skilled*

- |                        |                         |
|------------------------|-------------------------|
| 1. Carpenter Class II  |                         |
| 2. Mason Class II      |                         |
| 3. Blacksmith Class II | Rs. 3.37 for each item. |
| 4. Mechanic Class II   |                         |
| 5. Fitter Class II     |                         |
| 6. Cobbler             |                         |

*Un-skilled*

- |                   |          |
|-------------------|----------|
| 1. Male Mazdoor   | Rs. 2.25 |
| 2. Female Mazdoor | Rs. 2.25 |

## CALCUTTA

*Skilled*

- |                          |                         |
|--------------------------|-------------------------|
| 1. Polisher              |                         |
| 2. Mechanic Class I      |                         |
| 3. Wireman Class I       |                         |
| 4. Mast Rigger           | Rs. 5.00 for each item. |
| 5. Tailor for upholstery |                         |
| 6. Tinsmith Class I      |                         |
| 7. Welder (Gas) Class I  |                         |
| 8. Glazier               |                         |

*Semi-skilled*

- |                           |                         |
|---------------------------|-------------------------|
| 1. Mechanic Class II      |                         |
| 2. Wireman Class II       |                         |
| 3. Spray Painter Class II | Rs. 3.75 for each item. |
| 4. Welder (Gas) Class II  |                         |



(1)	(2)
<i>Semi-Skilled—contd.</i>	
5. Tin Smith Class II	
6. Cobbler.	Rs. 3·75 for each item.

CUTTACK

*Skilled*

1. Painter Class I	
2. Polisher	
3. Mechanic Class I	
4. Electrician Class I	
5. Wireman	Rs. 4·50 for each item.
6. Plumber	
7. Welder (Gas)	
8. Tailor for upholstery	
9. Tin Smith	
10. Glazier	
11. Rod Binder	

*Semi-Skilled*

1. Painter Class II	
2. Mechanic Class II	
3. Electrician Class II	Rs. 3·37 for each item.
4. Cobbler	
5. Mazdoor for heavy weights.	

*Un-Skilled*

Bhisti	Rs. 2·25
--------	----------

GAUHATI

*Skilled*

Polisher]	Rs. 4·50
-----------	----------

*Semi-skilled*

1. Cobbler	Rs. 3·37
2. Mazdoor	Rs. 3·37

*Un-skilled*

Bhisti	Rs. 2·25
--------	----------

MADRAS

*Skilled,*

1. Black smith	
2. Painter	
3. Polisher	
4. Mechanic]	
5. Fitter	Rs. 4·50 for each item.
6. Welder (Gas) Class I	
7. Tailor for upholstery	
8. Tin smith	
9. Glazier	
10. Rod Binder	

*Semi-skilled*

1. Welder Gas, Class II	
2. Cobbler	Rs. 3·37 for each item.
3. Mazdoor	

*Un-skilled*

Bhisti	Rs. 2·25
--------	----------

(1)

(2)

## PATNA

*Skilled*

- |                          |                        |
|--------------------------|------------------------|
| 1. Painter Class I       |                        |
| 2. Polisher              |                        |
| 3. Mechanic              |                        |
| 4. Wireman               |                        |
| 5. Fitter                |                        |
| 6. Welder (Gas)          | Rs. 4.50 for each item |
| 7. Tailor for upholstery |                        |
| 8. Tin Smith             |                        |
| 9. Glazier               |                        |
| 10. Rod Binder           |                        |

*Semi-skilled*

- |                               |                        |
|-------------------------------|------------------------|
| 1. Painter Class II           |                        |
| 2. Cobbler                    | Rs. 3.37 for each item |
| 3. Mazdoor for heavy weights. |                        |

*Un-skilled*

- |        |          |
|--------|----------|
| Bhisti | Rs. 2.25 |
|--------|----------|

## RANCHI

*Skilled*

- |                           |                        |
|---------------------------|------------------------|
| 1. Carpenter              |                        |
| 2. Mason                  |                        |
| 3. Black Smith            |                        |
| 4. Painter                |                        |
| 5. Polisher               |                        |
| 6. Mechanic               |                        |
| 7. Electrician Class I    | Rs. 4.50 for each item |
| 8. Wireman Class I        |                        |
| 9. Fitter                 |                        |
| 10. Plumber               |                        |
| 11. Tailor for upholstery |                        |
| 12. Tin Smith             |                        |
| 13. Welder Gas            |                        |
| 14. Glazier               |                        |
| 15. Rod Binder            |                        |

*Semi-skilled*

- |                         |                        |
|-------------------------|------------------------|
| 1. Electrician Class II |                        |
| 2. Wireman Class II     | Rs. 3.37 for each item |
| 3. Cobbler              |                        |

*Un-skilled*

- |            |                        |
|------------|------------------------|
| 1. Mazdoor |                        |
| 2. Bhisti  | Rs. 2.25 for each item |
| 3. Belder  |                        |

## VIJAYAWADA

*Skilled*

- |                        |                        |
|------------------------|------------------------|
| 1. Carpenter Class I   |                        |
| 2. Mason Class I       |                        |
| 3. Black Smith Class I |                        |
| 4. Painter Class I     | Rs. 4.50 for each item |
| 5. Polisher            |                        |
| 6. Mechanic            |                        |
| 7. Electrician Class I |                        |
| 8. Wireman             |                        |

(1)

(2)

*Skilled—contd.*

- |                                  |                        |
|----------------------------------|------------------------|
| 9. Fitter Class I                |                        |
| 10. Plumber                      |                        |
| 11. Celotex Cutter and Decorator |                        |
| 12. Welder Gas                   | Rs. 4·50 for each item |
| 13. Tailor for upholstery        |                        |
| 14. Glazier                      |                        |
| 15. Rod Binder                   |                        |
| 16. Tin-smith                    |                        |

*Semi-skilled*

- |                               |                        |
|-------------------------------|------------------------|
| 1. Carpenter Class II         |                        |
| 2. Mason Class II             |                        |
| 3. Black Smith Class II       |                        |
| 4. Painter Class II           | Rs. 3·37 for each item |
| 5. Electrician Class II       |                        |
| 6. Fitter Class II            |                        |
| 7. Cobbler                    |                        |
| 8. Mazdoor for heavy weights. |                        |

*Un-skilled*

- |            |                        |
|------------|------------------------|
| 1. Bhisti  | Rs. 2·25 for each item |
| 2. Mazdoor |                        |

AMRITSAR, AGRA, KANPUR — JODHPUR (B)

*Skilled*

- |                        |                        |
|------------------------|------------------------|
| 1. Mason stone cutting |                        |
| 2. Spray Painter       | Rs. 4·50 for each item |
| 3. Radio Mechanic      |                        |

*Un-skilled*

- |              |                        |
|--------------|------------------------|
| 1. Bhandhani |                        |
| 2. Bhisti    |                        |
| 3. Mate      | Rs. 2·25 for each item |
| 4. Beldar    |                        |
| 5. Khalasi   |                        |
| 6. Chowkidar |                        |

BHOPAL(B)

*Skilled*

- |                        |                        |
|------------------------|------------------------|
| 1. Carpenter Class I   |                        |
| 2. Mason Class I       |                        |
| 3. Stone Cutter        |                        |
| 4. Black Smith Class I |                        |
| 5. Mechanic            | Rs. 4·50 for each item |
| 6. Painter/Polisher    |                        |
| 7. Electrician         |                        |
| 8. Wireman             |                        |
| 9. Lineman             |                        |
| 10. Fitter Class I     |                        |
| 11. Plumber            |                        |
| 12. Tin Smith          |                        |
| 13. Mistry             |                        |
| 14. Radio Mechanic     |                        |
| 15. Spray Painter      |                        |

*Semi-skilled*

- |                         |                         |
|-------------------------|-------------------------|
| 1. Carpenter Class II   |                         |
| 2. Mason Class II       |                         |
| 3. Black Smith Class II |                         |
| 4. Fitter Class II      | Rs. 3·37 for each item. |
| 5. Cobbler              |                         |

(1)	(2)
<i>Un-skilled</i>	
1. Bhandhani 2. Bhisti 3. Mate 4. Beldar 5. Khalasi 6. Chowkidar	Rs. 2.25 for each item
DELHI	
<i>Skilled</i>	
Tailor	Rs. 5.00
<i>Semi-skilled</i>	
Cobler	Rs. 3.75
INDORE	
<i>Semi-skilled</i>	
Cobler	Rs. 3.37
JULLUNDUR, LUCKNOW & ALLAHABAD (B)	
<i>Semi-skilled</i>	
Cobler	Rs. 3.37
JAIPUR AJMER	
<i>Semi-skilled</i>	
Cobler	Rs. 3.37
SIMLA	
<i>Semi-skilled</i>	
Cobler	Rs. 2.81

NOTE.—The rates of wages indicated in this Notification shall be exclusive of the wage due for the weekly day of rest.

[No. LWI(I)6(2)/62]

K. K. UPPAL) Under Secy.

### CENTRAL WAREHOUSING CORPORATION

#### NOTICE

New Delhi, the 17th February 1964

S.O. 653.—In exercise of the powers conferred by Rule 10 of the Central Warehousing Corporation Rules 1963, the Chairman of the Central Warehousing Corporation has accepted on 10th February, 1964, the nomination of the following candidates for election as a director from the class of shareholders mentioned below. The election will be held on 22nd February, 1964, at 10.30 A.M. in the 'Auditorium' of the Indian Council of Agricultural Research, 'Krishi Bhavan', Dr. Rajendra Prasad Road, New Delhi.

#### Class of shareholder: COOPERATIVE SOCIETIES

The names and addresses of validly nominated candidates are as under:—

1. Shri B. Bhakthavathsalu Naidu, President, Cooperative Central Bank Ltd.; Vellore, N.A. Distt., Madras State.
2. Shri Purshotam Das Soral, C/O The Khad Beej Supply Cooperative Society Ltd., Ladpura, Kotah, Rajasthan.
3. Shri Devendra Pal Singh, C/O The Aligarh District Cooperative Bank Ltd.; Aligarh, Uttar Pradesh.

[No. XII-1/64-S.]

D. C. DAS, Managing Director.